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CURRENT TOPICS

Counting Chickens

An estate agent's lot is not always a happy one. This is illustrated by the case of *Ackroyd and Sons* v. *Hasan* [1960] 2 W.L.R. 810; p. 388, *ante*. The plaintiffs in that case were a firm of estate agents who had been instructed by the defendant to sell her leasehold interest in certain premises. The plaintiffs wrote to the defendant that "in the event of our introduction of a party prepared to enter into a contract to purchase" on certain terms the defendant would allow them a scale rate of commission. Messrs. Ackroyd and Sons duly introduced two applicants who were interested to purchase the lease jointly. Negotiations "subject to contract" proceeded so satisfactorily between the applicants and Mrs. Hasan (the defendant) that the solicitors for the proposed vendor and purchasers proceeded to agree terms of the proposed contract of sale. The applicants signed their part of the contract and Mrs. Hasan's solicitor forwarded her part of the contract to her for signature. This she refused to do and therefore no enforceable contract came into existence. The plaintiffs claimed their commission, which, if payable, amounted to over £400. The Court of Appeal dismissed the plaintiffs' appeal from the dismissal of their claim by Winn, J., it being held that the defendant could not assent to the terms of the proposed sale until she had received and approved the wording of the contract. It followed that she had not assented to the terms of the proposed sale and consequently the event causing entitlement to commission by the plaintiffs had not occurred. This case clarifies the position between estate agent and client. Whether estate agents should be entitled to a proportion of their commission on a *quantum meruit* basis is another question.

A. I. D.

An interesting point came before Mr. Commissioner Latey, Q.C., last week (*Q.* v. *V.* (1960), *The Times*, 12th May). The parties in the case went through a ceremony of marriage in 1944 when the husband was impotent as the result of burning through electrocution in an accident, any improvement in his condition being impossible. With the husband's consent the wife submitted to artificial insemination by a donor and as a result gave birth to a child in June, 1950. The child was registered in the name of both parties. The wife applied for a decree of nullity on the ground of her husband's incapacity to consummate the marriage. The question arose as to whether the wife's giving birth to a child as the result of A.I.D. did not amount to approbation of the

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marriage by her. After drawing attention to certain recommendations made by the Royal Commission on Marriage and Divorce which have not yet been implemented, his lordship said it was clear that the time she went through the process of A.I.D., did not know of the legal remedy open to her in view of the husband's incapacity; her act in submitting to such process did not therefore amount to approbation and she was entitled to a decree nisi of nullity.

Larceny: Claim of Right

In a recent case at Newcastle Assizes, at the time of the trial the accused was unquestionably the owner of the goods which he was charged with stealing. It seems that the accused successfully bid £3,000 against others interested in a ship which had run aground on the Northumberland coast and when on 31st March he met the agent for the vendors near the wreck he promised that he would raise this sum within seven days. On the following day the accused was seen taking goods from the ship in his car, but at the trial he said in evidence that the vendors' agent had told him: "Provided you pay the bill, the ship's yours" and that he understood that a verbal sale had been agreed at that moment. It was not disputed that about a week later the accused found the necessary money and a contract of sale was finally signed, but the court was asked to decide whether the accused should be convicted of stealing the goods which he took from the wreck before this time. Davies, J., said that in his experience this situation was unique and he told the jury that the fact that the accused became the legal owner of the goods at a time after he was apprehended was irrelevant, although the fact that he was confident that he would soon be the owner must weigh in his favour. Section 1 (1) of the Larceny Act, 1916, provides that: "A person steals who, without the consent of the owner, fraudulently and without a claim of right made in good faith, takes and carries away anything capable of being stolen with intent, at the time of such taking, permanently to deprive the owner thereof" and the jury had to ask themselves whether the accused had acted in accordance with "a claim of right made in good faith." The accused was acquitted because the jury thought that he had honestly believed that he was entitled to the goods. This decision may be compared with that in *R.* v. *Hall* (1828), 3 C. & P. 409, where a man was charged with stealing three hare-wires and a pheasant and it was ruled that if he really believed that the wires and the pheasant belonged to him he should not be convicted of larceny. In all cases of larceny, the question whether the prisoner took the goods under "a claim of right made in good faith" is entirely for the consideration of the jury, to be determined by them upon a view of the particular facts of the case (*R.* v. *Farnborough* [1895] 2 Q.B. 484).

A Dog's Evidence

As Lord Alverstone, C.J., said in *R.* v. *Laycock* (1911), 6 Cr. App. R. 209: "A question of identification is essentially one for a jury to decide," and he added that a conviction should not be set aside unless the court is convinced that there was no evidence upon which the jury could properly have acted. This principle was applied in *R.* v. *Gilling* (1916), 12 Cr. App. R. 131, where the substantial contest was on the question of identity and the Court of Criminal Appeal found that there was evidence on which the judge was bound to leave the case to the jury, and which justified the jury, if they believed the evidence for the prosecution, in convicting. The jury did convict, but as their lordships allowed further evidence to be called which emphasised the unreliability of the evidence of identification of the accused, they thought that the only safe course was to quash the conviction. Yet another question of identity arose recently in the course of an appeal to the Scottish Court of Criminal Appeal. The appellant had been convicted of breaking into a house with intent to steal and he contended that the sheriff should not have accepted evidence that an Alsatian tracker dog had picked up a scent from carpets in the house and followed it to a tenement property in which the appellant was found. Their lordships dismissed the appeal, although they did not think that any general ruling could be laid down as to the value of tracker dog evidence as it was a question of the circumstances of each particular case. Lord Thomson, the Lord Justice-Clerk, said that the evidence as to what the tracker dog did had to be weighed along with the other evidence which had been brought before the court. In the case with which they were then confronted the other evidence had "cast a sinister light" upon the appellant's conduct and, taken in conjunction with the evidence relating to the tracker dog's behaviour, his lordship thought that it amply justified the conviction. It is firmly established that evidence of identification may be given by photographs (*R.* v. *Dwyer and Ferguson* [1925] 2 K.B. 799), handwriting (*R.* v. *Smith* (1909), 3 Cr. App. R. 87), fingerprints (*R.* v. *Castleton* (1909), 3 Cr. App. R. 74), or by voice (*R.* v. *Keating* (1909), 2 Cr. App. R. 61), but, so far as we are aware, this is the first occasion on which the evidence of a tracker dog has been accepted by a superior court.

Education by Correspondence Course

It is the duty of the parent of every child of compulsory school age to cause that child to receive efficient full-time education suitable to his age, ability, and aptitude, either by regular attendance at school or otherwise (s. 36 of the Education Act, 1944), and if it appears to a local education authority that the parent of such a child is failing to perform this duty, it is their duty to serve upon the parent a notice requiring him, within a specified time, to satisfy them that the child is receiving such education (ibid., s. 37 (1)). If the parent fails so to satisfy the local education authority, they may serve upon the parent a school attendance order requiring him to cause the child to become a registered pupil at a school named in the order (ibid., s. 37 (2)) and should the parent fail to comply with the requirements of the order, he is guilty of an offence unless he proves that he is causing the child to receive efficient full-time education suitable to his age, ability, and aptitude otherwise than at school (ibid., s. 37 (5)). At Wallasey recently a widow was summoned for failing to comply with a school attendance order and she said that she was educating her thirteen-year-old daughter, in respect of whom the order was made, by means of a correspondence course. The mother gave an undertaking that the order would be complied with, but she was also fined £1. It seems that a correspondence course, valuable though it may be in later life, is not an "efficient full-time education . . . otherwise than at school" for the purposes of the Education Act, 1944. It is somewhat surprising to learn of the availability of a correspondence course ostensibly suitable for a child of thirteen, if indeed the course in question was claimed to be such.

THE FINANCE BILL—I

In moving the second reading of the Finance Bill, the Chancellor of the Exchequer (Mr. Heathcoat Amory) said that "the phraseology of the Bill may be in some places less than translucently clear at first glance. One or two clauses, I think may even seem slightly opaque at first sight." This is, of course, no novelty in fiscal legislation. In *St. Aubyn* v. *A.-G.* [1952] A.C. 15, Lord Simonds said of s. 46 of the Finance Act, 1940, that its provisions were of "unrivalled complexity and difficulty and couched in language so tortuous that I am tempted to reject them as meaningless." Not hard to find are judicial criticisms, almost as strongly worded, of other deeming provisions in taxing statutes directed against the avoidance of tax or estate duty. Fully upholding these traditions in the present Bill are clauses like 19 to 22, which are aimed at the comparatively simple device of selling shares in a company (so as to create a capital profit) in place of the sale of the company's products, the proceeds of which would be taxable as a trading receipt. These provisions run to more than five pages and involve the computation of notional profits founded upon the aggregate of a number of different values none too easy of ascertainment.

In cl. 26 the draftsman appears to acknowledge defeat at the hands of the dividend-stripper and bond-washer and resorts to a measure analogous to s. 32 of the Finance Act, 1951 (but with an additional right of appeal to a new tribunal, to be extended to the earlier section also), whereby, in the circumstances set out in the clause, the Commissioners of Inland Revenue may give directions nullifying the tax advantages of certain transactions. This type of clause has been much criticised, particularly outside the House, and it is thought unlikely, judging from past experience, that taxpayers concerned will derive much comfort from the opportunity—not new to the statute book—of obtaining clearance certificates from the Revenue before a proposed transaction is embarked upon; or from reading such cases as *Majestic* (*Derby*) *and Star Cinemas* (*London*), *Ltd.* v. *Inland Revenue Commissioners* (1952), 45 R. & I.T. 124 (C.A.), relating to s. 33 (3) of the Finance Act, 1944 (the predecessor, in respect of excess profits tax, of s. 32 of the 1951 Act, there being no reported cases on s. 32 itself). Clauses 41 to 58, on the other hand, which contain the new rules relating to penalties and assessments, will be generally welcomed, although it is probably not fully realised as yet, by taxpayers generally, how far back these new provisions can go. But at least they have the merit of substituting certainty for uncertainty.

In this series of articles it is proposed to discuss several provisions in the Bill which are likely to be of professional interest to readers.

Restriction of relief for losses

Clause 18 of the Bill does not in terms refer to hobby farming or market gardening but the clause is directed mainly against these activities, which have hitherto qualified for loss relief irrespective of the basis on which they were undertaken. It follows a recommendation of the Royal Commission on the Taxation of Profits and Income designed to "put out of court claims in respect of farming activities which can be seen clearly to lack commercial inspiration and to be nothing more than hobbies or private amenities." Accordingly, for 1960-61 and onwards, losses of a trade, profession or vocation (including capital allowances in respect of expenditure incurred after 5th April, 1960, which by virtue of the Finance Act, 1954, s. 20, are to be treated as losses) will not qualify for relief under the Income Tax Act, 1952, s. 341 (relief from tax by deducting losses of a trade from aggregate income of the same year), or that section as extended by the Finance Act, 1953, s. 15 (3) (relief under s. 341 for losses of previous year), unless it is shown that the trade, etc., is being operated "on a commercial basis and with a view to the realisation of profits" in the trade, or, where the carrying on of the trade forms part of a larger undertaking, in the undertaking as a whole.

It will thus be necessary in future (if the clause is enacted) for the taxpayer seeking loss relief to satisfy two statutory conditions, but the fact that a trade is being carried on "so as to afford a reasonable expectation of profit" is to be conclusive evidence that it is being carried on "with a view to the realisation of profits." Moreover, where during a year of assessment or accounting period there is a change in the manner in which a trade is being carried on, the trade is to be treated as having been carried on throughout the year in the same way in which it was being carried on by the end of the year.

The occupier of woodlands is in a special position. He is normally assessed under Sched. B on one-third of the gross annual value of the land, but under the Income Tax Act, 1952, s. 125 (1), he may elect to be assessed under Sched. D if he proves that the woodlands are managed on a commercial basis and with a view to the realisation of profits. If woodlands are not taxed under Sched. D there can be no question of setting off losses against other taxable income, and the same tests will now serve to bring the occupier within Sched. D and outside the scope of cl. 18. Losses are also to be disregarded in computing deficit or surplus for tax purposes under the Finance Act, 1953, s. 20 (where the loss is made good by a subvention payment received from an associated company), unless, again, the trade was being undertaken on a commercial basis and with a view to the realisation of profits by the company carrying on the trade, or that company and its associated company or companies taken together.

Section 142 of the 1952 Act deals with computed losses. It provides that a person carrying on, either alone or in partnership with others, two or more distinct trades, professions or vocations chargeable under Sched. D is entitled, in arriving at the assessment for any year, to set off a loss made in one business against a profit made in another. By virtue of the provisions which govern the assessment to tax of a business during its opening years it is possible to make use of losses incurred during the first year two and nearly three times over, and the section has therefore been used for tax avoidance purposes. Clause 18 accordingly provides that it shall not have effect as respects losses of any accounting period ending after 5th April, 1960. Subject to the new tests, loss relief will still be claimable under s. 341 of the Act of 1952 by allowance against aggregate income, or under s. 342 by carrying the loss forward against future profits of the same trade or profession. In this connection the Chancellor has said that farmers who incur temporary losses while establishing an enterprise, building up a herd, bringing back land into fertility or improving it should be in no danger of being caught by cl. 18 "provided the enterprise . . . can be regarded as likely in due course to become an economic undertaking."

Tax avoidance

Clauses 19 to 22 of the Bill deal with variants of the tax avoidance device whereby shares in a company are sold instead of trading assets so that taxable income is transmuted into capital. Clause 19 applies in the case of a company carrying on (*a*) a trade of dealing in securities or land or buildings or of developing land, or (*b*) any other trade such that any one object which forms part of or constitutes the trading stock belonging to the company at the time of the sale forms a substantial part of the assets of the company, and shares in the company are sold after 5th April, 1960, to a person who has or will have control of the company, and the consideration could not, apart from the section, be an income receipt in the hands of the seller. In such circumstances, if it is not shown to the satisfaction of the Commissioners having jurisdiction in the matter that all trading stock belonging to the company at the time of the sale has been or will be disposed of either in the course of its trade or to a person carrying on a trade such that the stock will be trading stock in his hands (and so ultimately caught in the tax net), the consideration is to be deemed to be income of the seller, and if the seller is a surtax company to be investment income (see the Income Tax Act, 1952, s. 262) up to an amount to be computed in accordance with sub-cll. (3), (4) and (5). Any tax chargeable on the seller (former owner of or shareholder in the company) by virtue of the section and not paid by him is to be recoverable from the company, and where the seller is an individual the deemed income is also deemed to be the highest part of his income. The initial liability is the seller's, and it will be seen that this liability may be dependent on what the new owners of the company do with the trading stock.

If, on the sale, the Commissioners are satisfied as to the disposal of the trading stock so that the consideration is not deemed to be income of the seller, but on the sixth anniversary of the sale any asset which was trading stock of the company at the time of the sale, or any part of or interest in such asset, is still held by the company, then, unless the company has ceased to carry on the trade or the Commissioners are satisfied that the retention of the asset was for bona fide reasons connected with the trade, income of an appropriate amount, computed as before, is deemed to have been received by the company on the said anniversary, and, like other deemed income under the clause, is to be chargeable to tax under Case VI of Sched. D.

Clause 20 brings within the scope of cl. 19 a company (such as a property investment company) the activities of which consist of or include the erection or the securing of the erection of a building and after the erection has begun and not later than six years after its completion shares in the company are sold to a person who has or will have control of the company. In that case, if at the time of the sale the company has a direct or indirect interest in the building and the value of that interest forms a substantial part of the value of the assets of the company, the company is to be treated as carrying on a trade under cl. 19. If, however, such company is wound up, and the commencement of the winding up falls at a time after the erection has begun and not later than six years after its completion, then, where the interest in the building forms a substantial part of the value of the company's assets, the company is to be taxed on the profits or gains which the sale of that interest in the open market would have produced immediately before that time.

The next clause frustrates any attempt to avoid the provisions of cll. 19 and 20 by selling, not the shares of "the first company" (as it is called), but the shares of "the second company," to which shares in the first company belong either directly or through a nominee; or the shares of "the last company" which, through a series of companies, has an indirect interest in the shares of the first company. The clause applies with such modifications as may be necessary in relation to each company (being either the first company, the last company, or any one of the series of companies) of which the person to whom the shares in the last company are sold has control at the time of the sale or will have control in consequence of it. Again there is a formula for arriving at the notional profit to be taxed and the clause also deals with the situation where all the issued shares at the relevant time are not of the same nature and do not carry the same rights.

Clause 22 provides that where sales of associated parcels of shares in a company, being sales to the same person, take place at different times, and in consequence of any of the sales other than the first, that person obtains control of the company, then for the purposes of cll. 19 to 21 any sales earlier than that in consequence of which he obtains control are to be treated as having taken place at the time of that sale. Parcels of shares are to be treated as associated if, either directly or through a nominee, they belong respectively to the same person or two or more related persons, or to two or more persons carrying on business in partnership, in which connection both ownership and relationship bear an extended meaning.

(*To be continued*) K. B. E.

"THE SOLICITORS' JOURNAL," 19th MAY, 1860

THERE was insurrection in Naples and many in England sympathised with the rebels. On 19th May, 1860, THE SOLICITORS' JOURNAL wrote: "The time appears to have come when the study of international law is an absolute necessity for our statesmen . . . A conversation upon the state of Naples which took place in the House of Lords . . . afforded . . . grounds for believing that the heads of some of our Departments of State have very little notion of international questions of a legal character . . . Recent revelations of the state of knowledge or ignorance of our highest functionaries as to the principles of public and private international law teach us that the question of peace or war in this country frequently depends upon the whim . . . or the uninformed opinion of a Foreign Minister or a First Lord of the Admiralty. The question raised in the conversation to which we have just referred related to the duty of English naval officers whose ships were stationed in the Bay of Naples in reference to Neapolitan subjects who claimed their protection upon the ground that they were exposed to personal danger. It appeared by the statement which the Duke of Somerset then made that no special instructions had been given to officers in charge of ships; but he stated that the rule with regard to reception on board Her Majesty's ships was not that protection should be afforded to persons flying from justice . . . but that the British flag should 'afford protection to any refugee flying from persecution in any country on account of his political opinions either by the tyranny of monarchs or the violence of mobs' . . . It is clear that it would be unsafe to make an Englishman's notion of the tyranny of monarchs the test of England's right . . . to interfere with the execution of what purported to be . . . a formal and legal judgment of a constituted and authorised tribunal in a country of which the person claiming protection was a subject . . . Certainly the right would never be conceded in this country to foreigners to interfere with the action of our law, even in cases of a political offence. The rule, therefore, stated by the Duke of Somerset, appears to require considerable modification."

NOTICE OF INTENDED PROSECUTION

An article on the subject of this notice appeared some time ago (102 Sol. J. 836). Subsequently, a correspondent pointed out the serious omission of all reference to the case of *Beer* v. *Davies* [1958] 2 Q.B. 187. The writer took the view that *Beer* v. *Davies* simply applied the decision in *R.* v. *London Sessions; ex parte Rossi* [1956] 1 Q.B. 682, to the particular instance where a letter sent by registered post is shown not to have been delivered at the address given and rejected any wide view. Some further guidance is now given by *Layton* v. *Shires* [1959] 3 W.L.R. 949.

The need for the notice is to be found in s. 21 of the Road Traffic Act, 1930. Any person who is prosecuted for dangerous, reckless or careless driving, or for exceeding the speed limits, shall not be convicted unless he was warned that prosecution was intended, or would be considered, either at the time of the offence or by the service within fourteen days of a summons or a notice of intended prosecution. The notice may be served personally or it may be sent by registered post to the driver or to the person registered as owner of the vehicle at the time of the offence. There are certain provisoes which were considered in the earlier article.

Delivery of the notice

The most important point in practice is the sending of the notice by registered post. Has the notice to be delivered to the defendant personally, or has it merely to be delivered to the address given? On whom is the onus of proof of delivery?

The first conclusion (which can be drawn from the three cases of *Stanley* v. *Thomas* [1939] 2 K.B. 462, *Holt* v. *Dyson* [1951] 1 K.B. 364, and *Sandland* v. *Neale* [1955] 3 W.L.R. 689) is that the notice must be sent to the place where it is most likely to come to the notice of the intended defendant. It is submitted that nothing in the subsequent cases alters this conclusion. If the prosecution know that the intended defendant is, for example, on a world tour and that letters are not being forwarded, it is no use sending the notice to his home (unless the proviso applies).

Having selected the right address, what then? If the letter is not delivered, *R.* v. *London Sessions*, *supra*, is authority for saying that the notice is ineffective. Suppose, however, that the letter is delivered to the address in the ordinary course of registered post but not handed to the intended defendant?

The answer is, in part, given in *Layton* v. *Shires*, *supra*. The judgment of Ashworth, J., is quite clear and leaves no room for doubt:—

> "If a notice under s. 21 (*c*) of the [1930] Act is sent by registered post to a defendant, and delivery of it is accepted either by him or by someone authorised to accept delivery of letters on his behalf, we are of opinion that the section is complied with, even if the letter does not reach his hands within the statutory period."

But what if the letter is in fact delivered and accepted by someone without the authority referred to? This could quite easily be the case in a block of flats. Or it could in fact happen if the letter were accepted by, say, a burglar in temporary residence who left it in a most conspicuous place. Before considering this further, it can be noted that it is not essential for the notice to reach the intended defendant at all, and certainly not within the fourteen days. This is quite clear from the judgment of Ashworth, J., who pointed out that the section itself permitted service of the notice on the registered owner of the vehicle, which gave no assurance that the notice would reach the intended defendant.

Secondly, the onus of proof seems to be on the defendant. The section itself provides that its requirements shall in every case be deemed to have been complied with unless and until the contrary is proved. Further, in *R.* v. *London Sessions*, *supra*, Denning, L.J., said:—

> "When service of process is allowed by registered post, without more being said on the matter, then if the letter is not returned, it is assumed to have been delivered in the ordinary course of post."

It would therefore seem that it is for the defendant to prove, if the letter was not returned, that the letter was not delivered nevertheless, or that if it was delivered, that it was not accepted by anyone with authority to do so. If he shows that the letter was not accepted by anyone with authority to do so, and that it did not reach him at all, then presumably it will be ineffective, since, in theory at any rate, the postman should not have delivered it to anyone without authority but should have returned it so as to make it subject to *R.* v. *London Sessions*, *supra*. But supposing the intended defendant did in fact receive the letter; if it was within the statutory period, in certain circumstances of course it might be possible to prove personal service. However, it does seem absurd to suggest that an intended defendant should be able to escape prosecution through a technical error by a postman. If one accepts that this notice is effective, then as it does not matter whether or not it reaches the intended defendant within the fourteen days, why should a letter accepted by someone without authority but delivered to the intended defendant outside the fourteen days be any less effective? If this is accepted, however, then so must be the proposition that a registered letter which is returned can be effectively served by personal delivery to the intended defendant after fourteen days.

Ineffective delivery, effective service

It is obvious why it should be highly undesirable to say that the letter must reach the hands of the defendant within fourteen days, but if the person with authority to accept it has no authority to open it, then why distinguish him from the person who has no such authority to accept it, if the letter does in fact reach the intended defendant? In theory, the fact of authority to accept the letter is attractive; in practice it ensures nothing extra, apart from bringing within the orbit of effective service the case where the letter is not in fact given to the intended defendant.

The point is of practical importance to the police because if the letter is not returned they will not be certain that service has been effective; if it were returned, they could try to effect personal service.

There is also another point. One of the disadvantages of a registered letter is that it can be refused. What if the intended defendant himself refused the letter—and what if it is a person who has ordinarily authority to accept registered letters who refuses this letter? By the time it is returned to the police the fourteen days may have expired. Presumably the proviso excusing failure to serve the notice where the accused by his own conduct contributed to such failure would be of assistance to the police in the case of refusal by the intended defendant, but what about the second case, in the absence of any evidence of conspiracy?

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This particular point was considered in relation to another section by the Court of Appeal in *Van Grutten* v. *Trevenen* [1902] 2 K.B. 82, who decided that the notice was in that instance served. Unfortunately, no detailed reasons are given in the report, but in the section concerned it was possible to serve the notice merely by leaving it at the last known place of abode of the person to be served. A notice sent by registered post and redirected by the General Post Office was the subject of *Stylo Shoes, Ltd.* v. *Prices Tailors, Ltd.* [1960] 2 W.L.R. 8; p. 16, *ante*. No assistance can be gained from this case, but it does suggest that the delay occasioned by the redirection might result in the notice being finally delivered outside the period of fourteen days. If the police were not at fault the provisoes previously referred to might assist, but if they did not, could the General Post Office be considered the agent of the defendant with authority to accept the letter so as to come within *Layton* v. *Shires*?

Conclusion

The only safe conclusion is that the section is so full of anomalies that it is entirely up to the police whether or not its object is in fact achieved in more than the majority of cases. Since the section refers to a notice being "sent" by registered post, it is hard to impeach *Beer* v. *Davies*, *supra* (though the court there felt they were bound by the decision in *R.* v. *London Sessions; ex parte Rossi*, *supra*, in which case it was considered that the notice in question was "analogous to a writ of summons," while the courts have on more than occasion said that the notice under s. 21 should not be treated as a summons), but all the other cases mentioned seem to limit its effect to the particular circumstances of the case.

There is one final point—who, in law, has authority to accept a registered letter?

W. D. P.

County Court Letter

MINOR MATTERS

A CERTAIN county court registrar, whom only the law of libel saves from being more particularly identified, once made the mistake of speculating in the course of a public after-luncheon speech why it was that young people who wished to get married without their parents' consent almost invariably went to the courts of summary jurisdiction rather than the county courts for leave to dispense with it. He pointed out that under the Marriage Act, 1949, s. 3 (1) (*b*), the High Court, county court, and courts of summary jurisdiction all had the same right to determine such matters. In spite of the provision of subs. (5) (*c*) of that section, which provides that if heard by a court of summary jurisdiction they should not be heard in open court, he suggested that in fact these applications seemed to attract a great deal of undesirable publicity which could be avoided if they were made in the county court, where they would be determined absolutely privately in chambers.

His remarks having been printed in the local paper, he found the next morning a queue of teenagers stretching from his office almost to the nearest espresso bar all wanting to seek his blessing. His chief clerk, a man of great resource, was, however, able to disperse it like the snows in spring simply by pointing out that, as the proceedings would have to be by originating application, the fee payable would be £1. After all, what prudent young couple bent on matrimony could afford to expend such a large slice of the potential matrimonial funds just on getting formal permission to marry?

Everybody's business

It is a curious fact that in most matters concerning infants all three types of court have concurrent jurisdiction. This is true in respect of orders for custody, access and maintenance under the Guardianship of Infants Act, 1886, and the various subsequent Acts extending its operation. Knowing that the county court does not deal with matrimonial causes, some readers may have been mystified by the provision of the Maintenance Orders Act, 1958, which deals with the registration in the High Court or court of summary jurisdiction of maintenance orders made by the county court, and the making of attachment of earnings orders in respect of them. The solution, of course, is that the maintenance orders referred to are those made for the maintenance of children under the Guardianship of Infants and associated Acts.

The adoption of infants is no exception to the general rule, in that the three types of court mentioned have concurrent jurisdiction. It is the general practice, however, for applications for adoption under the Adoption Act, 1950, to be made in the privacy of county court chambers. Adoption orders in practice are sometimes made by courts of summary jurisdiction, however, as appears from the case *Re C.S.C.* (*an infant*) [1960] 1 W.L.R. 304; p. 269, *ante*.

This was an appeal from an adoption order made by magistrates, and two points of outstanding interest arise from it. The first concerns the question of the consent of parents to the adoption. Under s. 2 (4) (*a*) of the Adoption Act, 1950, an adoption order cannot be made without the consent of every person or body who is a parent or guardian of the infant or who is liable by virtue of any order or agreement to contribute to its maintenance. Under s. 3, the court may dispense with such consent in certain cases, generally where the person concerned has abandoned, neglected, or ill-treated the infant or just cannot be found. Section 3 (1) (*c*) also provides for the court dispensing with consent when it is unreasonably withheld, and it is upon the issue of unreasonableness that the case under consideration throws light.

Yes, no, yes

Obviously the decision to part with one's child is one which involves psychological and emotional complications of the deepest kind, particularly for the mother. It is therefore not surprising that a consent to its adoption given by her may be subsequently withdrawn, possibly more than once. This natural vacillation has been held not to be necessarily unreasonable (*Re Adoption Act*, 1950 (1958), *The Times*, 29th July) and the present case supports this view, Roxburgh, J., holding that it must be a matter for decision on the actual facts of each case whether consent is being unreasonably withheld or not. Adoption societies and local authorities, who inevitably tend to see the matter from the point of view of the child rather than its parents, may sometimes be over-impressed by the material benefits that a child may derive from adoption.

The second even more interesting point decided by this case is on the construction of s. 2 (6) (*a*) of the Act. This provides that an adoption order shall not be made unless the infant has been continuously in the care and possession of the applicant for the three consecutive months immediately preceding the order. Obviously completely literal compliance with this section is virtually impossible. For instance, what is the position if the child goes to school for the day, or gets lost for an hour or so, or is otherwise out of the sight of the applicant for a moment? What about the child who plays hooky and is obviously not under control until found, returned, and, let us hope, spanked? On the other hand, what if the proposed adopter goes to hospital for an emergency operation, or gets called away to the bedside of a sick aunt?

There have apparently been decisions in the Scottish courts in which relatively long involuntary absences have been regarded as not breaking continuous possession, but Roxburgh, J., in this case, decided that, the child having returned to its mother for two consecutive nights on one occasion and a day and a night on another, the period of continuous possession had been broken. Whether this would have been the case had the child gone to some person other than its natural mother remains to be decided.

Infantry in action

What of infants as litigants? It is, of course, well known that in the county court they sue by their next friend and defend by their guardians ad litem (C.C.R., Ord. 5, r. 11). The exceptions to this are when the infant is suing for his wages (County Courts Act, 1959, s. 80) and when he is being sued for a liquidated amount, unless the court otherwise orders (C.C.R., proviso to Ord. 5, r. 13). In any action in which money or damages are claimed on his behalf, no settlement or compromise can be made without approval of the court and usually any sum recovered must be brought into court to be paid or applied for the infant's benefit (C.C.R., Ord. 5, r. 19). The costs must be taxed (ibid., r. 19 (5)), a point not infrequently overlooked.

On the infant attaining the age of twenty-one, the fund in court becomes his without restraint and he can do what he likes with it. Before that, application must be made by the next friend for an order for payment out of any sums required for his maintenance or benefit (County Courts Act, 1959, s. 176 (2)).

It is interesting to observe that the meaning of "benefit" changes as the infant grows up, according to the applications for payment out made from time to time. In the early years, clothing and special foods are the main reason for applications. These gradually give way to school uniform, holidays and furniture. Then come working clothes, special trips abroad, tools, books, radiograms and even television. The last phase is when the infant's most essential requirements are still more clothes, for the girls, and motor cycles, followed by bigger and better motor cycles, for the boys, to go to work on, of course. It is amusing to notice the increasing sheepishness of the parents as they try to justify these requests, pretending that they have been entirely uninfluenced by any suggestions from their children.

In the face of such pressure, all a registrar can do is to try to see that the money is not frittered away, so that the infant derives as much benefit from it as he can. He is fighting a losing battle, and he knows it. All he can hope to do is to lose it gracefully, understandingly, and with a sufficient appreciation of the needs of a modern young lady or gentleman to avoid unnecessary waste or meanness.

J. K. H.

LEGAL AID REFRESHER

The second article in the series "Legal Aid Refresher" will appear in our next issue.

MORTGAGES: THE LEASING CLAUSE

THE problem of giving a mortgagor a reasonable amount of freedom in the matter of leasing the mortgaged property without exposing the mortgagee to undue risk is best met by a provision which excludes the statutory power of leasing except with the mortgagee's written consent. Two recent decisions afford excellent examples of the operation in practice of a leasing clause framed on these lines.

In *Taylor* v. *Ellis* [1960] 2 W.L.R. 509; p. 279, *ante*, the mortgage was granted in 1924, and it provided, in conformity with its date, that no lease made by the mortgagor during the continuance of the security should have effect by virtue of the Conveyancing and Law of Property Act, 1881, unless the mortgagee should consent thereto in writing. (A mortgagor's powers of granting leases which will bind his mortgagee are now, of course, contained in s. 99 of the Law of Property Act, 1925, which re-enacts the relevant provisions of the 1881 Act.) The facts of this case are complicated by devolutions and deaths which do not affect the principle of the decision, and can be simplified for the purposes of illustration, as follows: In 1940 the mortgagor granted a lease of the whole of the property to the second defendant. No interest was paid to the mortgagee after 1950. In 1959 the mortgagee's personal representatives claimed possession as against both the mortgagor's personal representative (who did not appear and did not defend the proceedings) and the tenant.

Onus of proving consent

Two points were argued: Was the tenancy binding *ab initio* on the mortgagee? If not, had it become so as the result of subsequent events? It is with the first of these questions that the draftsman of mortgages will be mainly concerned. The tenant was unable to produce any written consent by the mortgagee to the creating of the tenancy under which he claimed to remain in possession of the property, but such a consent would (if given at all) have been given to the mortgagor, who, like the mortgagee, had died before the proceedings were commenced. The question thus resolved itself into one of the onus of proving that such consent had in fact been given. Cross, J., held that this onus rested on the tenant. He tested the matter by considering how it would have been pleaded in an ejectment action, that is to say, in an action commenced by writ, and not, as proceedings for possession of mortgaged property are commenced under the current procedure, by originating summons. In an

ejectment action, it would be sufficient for the mortgagee to plead the legal estate which is his under the mortgage and to claim possession by virtue of it; it would then be for the tenant to set up a valid lease, and for this purpose, having regard to the qualified nature of the leasing powers in this case, to prove that the lease under which he claimed had been granted in accordance with those powers, i.e., with the mortgagee's written consent. This conclusion had also, in the learned judge's view, the merit of relieving the plaintiffs from the burden of proving a negative, "a task always difficult and often impossible" (per Lord Russell of Killowen in *Joseph Constantine Steamship Line, Ltd.* v. *Imperial Smelting Corporation, Ltd.* [1942] A.C. 154). On this point, therefore, the plaintiffs were entitled to succeed.

Acceptance of tenant by mortgagee

On the second point argued, the plaintiffs also succeeded. This part of the decision is of no general interest, except in one respect, to which I will return later in this article. It is, of course, quite common, as was pointed out in this case, for a mortgagee who is not previously bound by a tenancy to take the mortgagor's tenant, whom he could have treated as a trespasser, as his own tenant. The danger that this may happen *per incuriam* has been over-estimated, as is amply shown by the other of the two recent decisions on a mortgagor's leasing powers (*Stroud Building Society* v. *Delamont* [1960] 1 W.L.R. 431; p. 329, *ante*), and the comments thereon in "Landlord and Tenant Notebook", at p. 363, *ante*. On the form of the leasing clause, that in the mortgage in this latter case provided that no lease should be made by the mortgagor without the consent in writing of the society. No such consent was ever given, and the second defendant, who claimed to be entitled to remain in possession as a tenant, could not therefore argue, as had been done in *Taylor* v. *Ellis*, that he should be treated as the mortgagor's tenant; direct evidence was available to negative consent by the society to the creation of a tenancy by the mortgagor. The tenant's (successful) claim was based entirely on events subsequent to the creation of the original tenancy.

These two cases indicate very clearly that in ordinary circumstances a provision excluding the statutory power of leasing except with the mortgagee's written consent preserves the mortgagee's right to obtain possession of the property as against mortgagor and mortgagor's tenant, unless the tenancy has been brought to his notice and he has taken the formal step of giving written consent. No more can reasonably be required. No less, on the other hand, should be insisted upon by a prudent mortgagee. The right to obtain possession, coupled with the statutory power of sale, is in the modern view the primary protection of any mortgage security.

New tenancy, if any, unprotected

The other point which emerges from these two decisions is not new, but is nevertheless worth stressing. If a mortgagor's tenant under an unauthorised tenancy becomes the tenant of the mortgagee, it is under a new tenancy, not under a prolongation of the old tenancy. The new tenancy usually arises as the result of an acceptance of rent by the mortgagee from the tenant, and a tenancy so created is of course a periodical tenancy. The great fear of mortgagees in the recent past in these circumstances has been to find themselves landed with a tenant, not of their own choice, entitled to the protection of the rent restriction legislation. The Rent Act of 1958 has largely, if not wholly, removed any danger of this kind of situation arising in the future.

"A B C"

Landlord and Tenant Notebook

NOTICE TO QUIT ON DEATH OF FARM TENANT

One of the effects of rent control legislation has been to draw attention to the provisions of the Administration of Estates Act, 1925, s. 9, by which intestates' estates vest in the probate judge, defined by s. 55 (1) (xv) as the President of the Probate, Divorce and Admiralty Division of the High Court. Landlords have learned that on the death of a contractual protected tenant possession may sometimes be obtained, i.e., if there be no will and no qualified member of the family entitled to a tenancy, by serving notice to quit on the President (via the Treasury Solicitor) at once: the doctrine of relation back does not operate so as to entitle a subsequent grantee of letters of administration to the tenancy: *Fred Long & Son, Ltd.* v. *Burgess* [1950] 1 K.B. 115 (C.A.).

There is another class of tenancy in which knowledge of the law and practice referred to may be important. When conferring more and more security of tenure upon tenant farmers, Parliament has been at pains to ensure that a landlord should at least have some say in the question who shall be his tenant. The Landlord and Tenant Act, 1927, s. 19 (4), excludes agricultural holdings from the provision by which a proviso against unreasonable withholding is incorporated in a covenant against assignment without consent. The Agricultural Holdings Act, 1948, s. 24 (2), after setting out a number of sets of circumstances relating to the needs of the landlord or the unsatisfactory behaviour of the tenant in which the landlord may serve a notice to quit which cannot be challenged by counter-notice, concludes with "(*g*) the tenant with whom the contract of tenancy was made had died within three months before the date of the giving of the notice to quit, and it is stated in the notice that it is given by reason of the matter aforesaid."

Vesting

Such notice must, of course, be directed to the person in whom the tenancy has vested; and the story of *Thorlby* v. *Olivant* (1960), 175 E. G. 211 (C.A.), an action for possession, began with the death, on 12th March, 1957, of one, *W.O.*, to whom a farm had been let in 1945, the tenancy agreement providing for determination by twelve months' notice expiring on a 6th April. The landlord's solicitors apparently got in touch with solicitors acting for the tenant's widow and son soon after the event, but no instructions had been received; so, on 3rd April, a notice to quit, citing the Agricultural Holdings, Act, 1948, s. 24 (2) (*g*), was addressed to the President of the Probate, etc., Division, "and to all whom it may concern" care of the Treasury Solicitor (these words in capitals), giving the recipient notice to quit the farm on 6th April,

1958. The usual acknowledgment (and polite disclaimer of liabilities) was received. Then, on 15th April, the family solicitors wrote and informed the landlord's solicitors that there was a will, the widow and son being its executors, and that they had instructions to act. The landlord's solicitors acknowledged this communication on 17th April, saying that they were much obliged, and that they now enclosed a copy of a notice which they had sent to the President of the Probate, etc., Division, duly enclosing a copy of the notice of 3rd April. This was acknowledged the next day by a printed form, concluding with a " matter receiving attention " statement ; but nothing further happened until 22nd October. On that date the family solicitors wrote pointing out that the tenancy had never vested in the President.

A further period of inactivity ensued ; not till 25th February, 1958, did the landlord's solicitors write saying that they considered that their letter and enclosure of 17th April had effectively determined the tenancy. It will be observed that the three months had long expired when the point was taken on 22nd October.

Intention and clarity

In spite of the " and to all whom it may concern " in capital letters, the Court of Appeal (Sellers, L.J., with some hesitation) agreed with the county court judge in holding that no effective notice had been served. The communication of 17th April, 1957, had merely informed the executors' solicitors that a notice to quit had been served on the President : there was no intimation that that notice was to operate on a different person. Romer, L.J., pointed out that, though there was a will, the notice might have been effective, i.e., either if the executors had died without having proved the will (this had in fact been done on 28th August, 1957) or if they had renounced probate. So if there was an intention to determine the tenancy, it was not expressed with the clarity called for in the case of notices to quit.

The only authority referred to by name in the judgments was *Frankland* v. *Capstick* [1959] 1 W.L.R. 205 (C.A.), in which a notice was mistakenly described as given on behalf of " your landlord *R.F.*" who was in fact the landlord's son, which (the son having managed the property) was upheld as the blunder must have been obvious to the tenant. This case was distinguished. Though it may be said that the recipients of the notice in *Thorlby* v. *Olivant* may have had good reason to suspect that a transfer was intended, there is always the requirement that it must be such that the recipient can safely act upon it : *Gardner* v. *Ingram* (1889), 61 L.T. 729.

How to proceed

Evershed, M.R., did however refer, without naming it, to a case in which " this court " had held that notice could validly be served on the person actually in occupation at the farm, who might be, or might be regarded as, the agent for the person in whom the title was vested, e.g., the President or the executor. I do not know what case the learned Master of the Rolls had in mind ; but two authorities, in the shape of decisions at different assizes in the early 'fifties, afford useful guidance to those acting for agricultural landlords in such circumstances. In *Egerton* v. *Rutter* [1951] 1 K.B. 472 (Chester Assizes), the landlord's agent sent a notice, which he addressed to the " executors of the late . . ." to the farm ; it was received by the deceased tenant's son and daughter (who were carrying on the farm) ; the tenant had left no will ; Lord Goddard, C.J., held that the defendants could not have been misled into thinking that the notice was meant for anyone else and that, apart from the provision in the Agricultural Holdings Act, 1948, s. 92 (3), by which, where an agent is responsible for the control of the farming, any notice served on him is duly served, the notice was good because served on parties in possession. A few weeks later Cassels, J., adopted similar reasoning in *Harrowby* (*Earl*) v. *Snelson* [1951] 1 All E.R. 140 (Staffordshire Assizes), the s. 24 (2) (*g*) notice having been addressed to " the executors of the late . . . and to all others whom it may concern," and sent by registered post to the farm ; the defendants, one of them the widow of the deceased tenant, who had died intestate, were managing the farm. They subsequently obtained letters of administration, but the learned judge held that the notice had been effective, as they had managed on behalf of the President.

In so far as the provision in s. 92 (3) operates in such cases, no express reference was made to the subsection by Cassels, J., in the second-mentioned case, but the learned judge did refer to an examination of the President's functions made by Bucknill, L.J., in the Rent Act case of *Fred Long & Son, Ltd.* v. *Burgess*, *supra*. Bucknill, L.J., had said that the President would have legal power to give directions about the property and must therefore have the legal capacity to receive a valid notice to quit. This suggests something short of actually managing the property, and one may respectfully doubt whether the defendants in *Egerton* v. *Rutter* were, as Lord Goddard appears to have considered, tending and feeding the livestock on behalf of the President of the Probate, etc., Division, and whether they were " responsible " for the control of the farming to him or to anyone else.

R. B.

BARRISTERS' BENEVOLENT ASSOCIATION : ANNUAL GENERAL MEETING

Mr. Justice Cross will take the chair at the annual general meeting of the Barristers' Benevolent Association to be held in the Middle Temple Hall, on Tuesday, 24th May, 1960, at 4.45 p.m.

PUBLISHERS' 150TH ANNIVERSARY

Upon the occasion of the 150th anniversary of their foundation, Messrs. Stevens and Sons, law publishers, have received congratulatory messages from the three senior lawyer-statesmen of the Commonwealth, namely, the Rt. Hon. Viscount Kilmuir, the Lord Chancellor, the Rt. Hon. R. G. Menzies, Prime Minister of Australia, and the Rt. Hon. J. G. Diefenbaker, Prime Minister of Canada.

NO. 6 (WEST MIDLAND) LEGAL AID AREA

The No. 6 (West Midland) Legal Aid Area held its tenth annual combined general meeting on 3rd May, when Mr. S. L. Prenn presided. Sir Thomas Lund, secretary of The Law Society, addressed the meeting ; he and Mr. E. J. T. Matthews, an under-secretary of The Law Society, were the principal guests at the annual dinner which followed.

BOARD OF TRADE APPOINT COMPANY INSPECTORS

Mr. Malcolm John Morris, Q.C., and Mr. Duncan McKellar, O.B.E., chartered accountant, have been appointed by the Board of Trade as inspectors to investigate the affairs of Val D'Or Rubber Estates, Ltd., Tremelbye (Selangor) Rubber Co., Ltd., and the Anglo-Sumatra Rubber Co., Ltd., under s. 165 (*b*) of the Companies Act, 1948.

"The Solicitors' Journal"
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THE SETTLEMENT OF CONTROVERSIES

THE WILL AND THE WAY TO PREVENT LAWSUITS*

By FRANK W. BRADY, of the Philippine Bar (Manila)

Agree, agree, says the old saw, the law is costly.—*Aesop's Fables*

THE Spaniards have a most common and practical saying for the guidance of all lawyers and their clients in the settlement of cases out of court or in court: "*Mas vale un mal arreglo que un buen pleito.*" Not as common is its English equivalent: "A sorry agreement is better than a good suit in law." The lesson to learn is to settle—always to discourage litigation. Remember Confucius, who, as Minister of Justice, wisely remarked, "I can try a lawsuit as well as other men, but the most important thing is to prevent lawsuits." To paraphrase the well known adage, an ounce of prevention is worth a ton of litigation.

Can all conflicts be settled out of court?

In the prevention of lawsuits, I have done my little bit; for, in the twenty-odd years of practice, I have filed only *six* complaints, five of which were dismissed by compromise before trial. From the sixth suit, I withdrew my representation for ethical reasons. Actually, I have never, either as counsel for the plaintiff or the defendant, tried a case straight through the trial court; and only once have I taken a case to the Supreme Court on certiorari from a ruling of a lower court. What is more, only twice in my professional career have clients left me to engage other counsel for judicial relief. It would seem that I have been kind to the judiciary.

Of course, not every controversy can be settled extra-judicially, no; but almost all, yes. For in the same way that physical nature abhors a vacuum, human nature detests litigation; and this dislike is universal.

"To go to law," runs another saying, "is for two persons to kindle a fire, at their own cost, to warm others and singe themselves to cinders."

Three keys to settle disputes

What, then, is the basis of the settlement procedure? What hidden powers must the lawyer possess to turn conflict into cure? How does he do it? What is the key?

The answer to these questions, the basis of every amicable settlement, is simple enough for statement but most difficult for execution. First, there must be in every single step you take during the negotiations, in everything you do, in every word you utter, what Mr. Justice Jackson called *professional sincerity*, which is nothing else but plain good faith. It is, indeed, the handmaid of persuasion, and without persuasion you settle no disputes.

Secondly, you must master the facts and the law, completely and thoroughly, exactly as you would do to prepare for the trial of a courtroom case. A pitiful neglect on the part of some lawyers to observe this cardinal rule, and to rush blindly into the negotiation of cases without adequate preparation often meets with disastrous results. *Semper paratus!*

Thirdly, and perhaps the most important, is the *will* to settle out of court—the indomitable will of the lawyer to prevent, at all reasonable cost, the case from going to court, and to sincerely search for a solution to the controversy. In the promotion of peace, it is his first duty to exhaust every possible means of settling the controversy out of court; and when I say exhaust I mean it in a thorough sense.

This third rule, in capsule form, is nothing else but tenacity or constancy of purpose, which is the great secret of success in any human endeavour. No, make no mistake, the settlement process is no easy task. It is built on real hard work. Yes, there will be times when, I warn you, caught in the crossfire of conference negotiations, you will be sorely tempted to give up in despair and let the case drift into court. But don't, for there is almost always a way.

Settlement process is like a medical case: watch it!

Coming next to the nature of the settlement process, I have always regarded a controversy as a medical case, and unless you want the "patient" to die in your office, keep your hand on the "pulse" of the case all the time.

On the two occasions I failed to effect a settlement in my office, and the controversy in each instance blossomed into a full-grown lawsuit, I viewed, in my distress and defeat, that unhappy transition as the entombment of my client and his case with my poor self standing by as the lone mourner.

Justice in your own law office

The settlement of a conflict or dispute is also a short cut to justice, and, like most short cuts, the way is rugged. Some lawyers regard this process as a poker game; but not ever having played poker, I fail to note any such similarity. Nor would I liken the settlement negotiations to a legal bargain, since justice is too sacred to be the subject of purchase and sale. Nor are the negotiations, I think, only a matter of give and take. The great art is to make certain that your client does not give more than what his opponent is entitled to take, or take more than what his opponent should rightfully give. That is justice in its finest sense, whether decreed by the law or won at the conference table.

Actually, the settlement of a controversy is justice in your own law office, which to that end is transformed into a trial court, court of appeals and supreme court, with yourself often in the triple rôle of counsel for your client, counsel for the opponent, and presiding judge of this trinity of tribunals.

Advantages of compromise are many

The advantages arising from the settlement process are so obvious and so numerous that I cannot understand why more lawyers, especially the younger lawyers, do not make full use of the extrajudicial procedure. Precisely, this article has been written to encourage my brethren to venture into that field. I repeat: only when there is absolutely no other reasonable and honourable way should a controversy be submitted to judicial determination. I cannot make this plea too strongly.

The advantages of an amicable settlement, compendiously stated, are:

1. Extrajudicial justice moves faster and is far cheaper.
2. It saves much mental anguish and heartache to the lawyer and to his client.
3. It often reconciles the disputing parties.
4. It is generally more satisfactory.

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5. In the settlement of a case in your office, *you* are the judge to a great extent.

6. Also, with your client's approval, you have the choice to accept or to reject the final "decision" reached at the conference table.

7. You can handle more work when you settle cases out of court.

8. You attract more clients, as more clients prefer to settle than to litigate. As soon as word gets around that you "specialise" in keeping clients out of court, your success in the profession is assured.

9. Extrajudicial justice generally operates under a mantle of secrecy, unlike judicial justice. It thus keeps your client's name away from unnecessary (sometimes unpleasant) publicity.

10. You and your clients make fewer enemies by settling than by fighting in court.

11. Judges like you all the more for sparing them hard work; and, without being aware of the fact, you gain their respect and admiration.

Disadvantages are only two

The disadvantages of settling cases extrajudicially are few. I can think of only two, namely:—

1. Your fee per case is less, usually by about 30 per cent. However, this diminution of income is in part compensated by the increased volume of work that streams into your office.

2. Strange as it may seem, you work harder at the settlement of disputes. As I have previously observed, there is nothing more trying and tiring than the settlement of cases extrajudicially.

How to succeed in settling cases

Next, we come to the "procedure" of settling controversies out of court or in court. Drawing from my own limited experience, and encouraged by the thought that I may be of some assistance to my brethren, especially the young lawyers, I venture to give you the following hints in a suggestive and not absolute manner:—

1. Go at once to the enemy camp! Unorthodox as this procedure may strike some lawyers, do so. And I mean by this, go immediately to your client's opponent in his own home grounds. Tell him frankly that you have been retained by your client and that you are there to find a reasonable way to settle the dispute out of court, adding that as soon as possible you will study the facts of the case and will see him again—soon.

That first visit, if handled skilfully, will be of lasting value. Remember that first impressions count. Besides a personal introduction to your client's opponent, it will give you a command, as it were, over the case that will stay with you until the end—*if* you are fair in the negotiations. To your great surprise, your client's opponent will talk to you from his heart in a way that perhaps he will never do again. Also, that first conference will give you the "lay of the land" of the conflict—the point of view of the opposition, spontaneous and unadulterated. In many, many cases that visit will prevent the opponent from engaging counsel; so he will, surprisingly, entrust himself to you and, what is more important, to your judgment. Nobody wants to spend money on lawyers unless he has to.

On this first visit, your client should stay away, and you should go to see his opponent *alone*. Try never to depart from this rule.

2. Keep an office diary and record minutely the negotiations. True, your entries are barred as self-serving, but, just the same, they will serve you well. This habit will pay good dividends. I have seen it in my own case.

3. Call for a truce while the negotiations are under way. No pleadings or motions of any kind should be filed. Maintain the status quo.

4. Meantime, marshal the facts, which are always difficult to garner, for they all happened in your absence and in the past. It is a process of reconstruction; it is not easy. As John Stuart Mill said, "He who knows only his side of the case knows little of that." Study the applicable law, too, and never overlook the importance that it plays in extrajudicial justice. I have always regarded the facts of a case as the hull of a ship, and the law as its rudder. It takes the law to *steer* the facts through the tedious negotiations of a successful settlement. I am not telling you that one is more important than the other; I am merely warning you not to prescind from the law in this field of justice.

5. Take your client along with you wherever you go, except, as already noted, on your first visit to his opponent. This will help in the negotiations, in gathering the facts and getting a good insight into the nature and ways of your client's adversary. Moreover, and very important, it will make collection of your fee easier, since your client is familiar with the ups and downs of the negotiations. Otherwise, when he receives your bill, he may exclaim, as so many clients do, "But you did very little. Why, you didn't even enter an appearance in court!"

There is another decided advantage in taking your client around with you as you labour on his case. For one thing, he sees for himself the difficulties encountered by you in handling his case, and he thus grows more receptive to a settlement and less inclined to a lawsuit. In fine, he learns to appreciate the worth of your work.

6. Of course, there will be clients whom you should keep out entirely of the negotiations for tactical reasons. You alone should be the judge of this. In the same way as years ago children were seen but not heard, I have found it most helpful to have my client at my side but always "as voiceless as a Turkish mute."

7. If your client's adversary wishes you to act as his counsel as well—and this happens often—tell him the truth: that it is very hard to serve two masters and be loyal to both; that you will try to do so and will go as far as you can until you feel that you cannot continue any longer. In most cases, he will let you handle his side as well. Of course, if your client's adversary is represented by counsel, I need not tell you what the rule is then.

8. Demolish all opposition and never lose heart. Be patient, tolerant and persuasive. One little word, spoken out of turn or thoughtlessly uttered, can bring the negotiations to an abrupt and tragic end. I have seen this happen. Again, I caution you to keep your client voiceless.

9. The hardest case to settle, you will find, is that in which your client's adversary has *no* case, and feels that he has nothing to lose and perhaps something to gain by going to court. Your only weapons then are two—persuasion and prayer. Don't ever compromise with such scoundrels. Don't settle with them to get rid of "nuisance values." When confronted with the facts and the law, they usually change their minds and drop their cases. If, however, they should dare go to court, give them a legal lashing.

10. On appropriate occasions be forceful and, if necessary, even a little theatrical—in all sincerity, of course. As Swift said, "The greatest art is to hide art."

11. If you find that your client is overbearing as to what he wants to settle the case for, suggest that you wish to withdraw so that he may engage other counsel. In the great majority of cases, he will not let you go and will be guided by your advice.

12. If, despite all Trojan efforts on your part, the conflict should go to court, or is already in court when your services are retained, make use—real use—of pretrial. It is effective. And remember in this connection that even after the decision of the trial court, when the case goes up to the appellate levels, settlements are sometimes made by the exhausted parties; for, as another saying goes, "Suits at court are like winter nights, long and wearisome." And, you can add to this, costly!

13. One word of advice on fee contracts: Make certain to provide in each contract what your fee will be in the event of a settlement, otherwise you may bitterly regret the omission. There is nothing like clearing the financial decks before you start working on each case.

Try to avoid these pitfalls

On pain of making this article longer than what I had originally planned, I beg to include before closing a list of "don'ts" and "nevers" which may be of assistance in the settlement of cases. And again, I suggest and do not decree.

The list of "imperatives" is as follows:

1. Don't ever try to settle a case over the telephone. I never settled one that way but came near bungling some by departing from this standard rule. There is no substitute for a face-to-face talk. That is why television was invented!

2. Never write a threatening letter to your client's adversary or his lawyer.

3. Never, never, file a complaint without exhausting all means of a settlement out of court.

4. Don't lose your temper in the settlement negotiations.

5. Don't force a settlement; a conflict has natural growth—birth, life and death. And, whatever you do, don't sell your client down the river.

6. Never tell your opponent or his lawyer that he is *wrong*; that little word can cost you the case. Remember always that you can catch more flies with a drop of honey than with a gallon of gall.

7. Don't bluff; bluffing is inimical to fair play.

8. Don't ever go to a conference room to settle a case unless you are thoroughly familiar with facts and the law. Unless there are strong reasons to the contrary, take your client along with you—but, again, voiceless.

9. Don't be a "fixer"; be always every inch a lawyer: in court, an advocate; out of court, a counsellor.

10. Don't ever seek, in the settlement of a case, the aid or influence of any friend of your client's adversary—his boss, for instance. You will never be forgiven for that because it amounts to ridicule; and there is nothing more ridiculous than to be ridiculous. Besides, it settles nothing.

Can law schools help?

In conclusion, it would be well if this subject of settling cases out of court would gain the attention of the law schools, in the same way that the subject of effective legal writing has at last caught the eye of the large universities. That would, in a way, result in less litigation, to the great relief of our courts of justice, which, as we all know, are plagued by clogged dockets. Too many, just too many lawsuits, are started unnecessarily and slow down the march of justice. To correct this defect, the law schools can help, and each and every lawyer can do his bit, too.

To repeat a statement made early in this article: not every controversy can be settled extrajudicially, no; but almost all, yes. And when you "win" a case out of court, when through your own efforts and generalship you bring the disputing parties together in your own office and change discord to accord, you have indeed rendered a splendid service to the cause of justice—man's greatest interest on this planet!

HERE AND THERE

BONES OF CONTENTION

If in some cosmic cataclysm all our books were to perish save a set of Law Reports secreted (like the Dead Sea scrolls), say, in some remote mountain cavern by a Welsh solicitor, it would be possible for the archæologists of the future to compile from their pages a vivid and connected social history of the past century, for litigation is the mirror of life. What people care about they quarrel about. Money, of course, is a perennial source of litigation, from generation to generation, and houses are, too. Wives have been a bone of contention since Adam lost his rib and gained a consort and wills rarely fail to exhibit or inspire the stubborn wilfulness of testators and surviving relatives alike. These and such topics are the evergreens in the forest of litigation, but there are also deciduous trees which change with the changing seasons of fashion. Human beings are as versatile in inventing new wrongs, new grievances, new stumbling-blocks and causes of offence as they are ingenious in devising what the optimistic Victorians used to call "boons of science" and means of destroying the human race.

WHEN BEAUTY PLEADS

Now, it is no new thing for women to prize their beauty. If either Helen of Troy or Lily Langtry had lost the tip of a right-hand finger through somebody's careless handling of a chariot or of a carriage door they would undoubtedly have claimed enormous damages before whatever tribunal had jurisdiction to award them. No less did the Polish actress who was recently awarded £750 for such an injury suffered by her hand when a car door slammed on it. Never again, she said, could she offer her hand to be kissed without embarrassment. The three ladies could sympathise across the centuries. So, too, if Deirdre of the Sorrows or Roxane, hollow-eyed with weeping for Christian slain at Arras, had submitted their faces to some healer who only produced red swellings in place of the cavities, they would have been no less indignant than the lady who was recently awarded £1,500 damages against a plastic surgeon for just such an injury. We all know how powerfully the precise length of Cleopatra's nose affected the destinies of Rome, and the tip of her ear, lost through a burn under a hairdresser's

drier, was just as precious to a young dressmaker from Hornsey who was lately awarded £100 damages in the High Court.

QUICK CHANGE

BUT the age-old solidarity of the sisterhood of women is not quite so self-evident in another case which recently came before the courts. A lady, having slipped on some brown paper left lying about, broke her elbow and, not unnaturally, sued for damages. The most interesting of the grounds of her claim was that as a result she could no longer undress in a hurry. It is stimulating to speculate what the courts (and the ladies of the time) would have made of such a point just a century ago or, indeed, a good deal more recently, when the glimpse of an ankle was a sensation and even table legs could only be alluded to by circumlocution. All sorts of harmless necessary garments could only be spoken of in metaphor. Even to this day the French still call one key piece of feminine equipment a throat support. The plaintiff in this case was a model and it seems that that is one of the professions (I suppose that of revue artist is another) in which the ability to undress quickly has a special value. In the new (and no less highly remunerated) profession of "strip tease" the case is rather the reverse and one accomplished star who prides herself on her artistic technique embellishes her leisurely performance by playing excerpts from classical composers on the piano—but not from Beethoven, who, she says, is unsuitable. In ancient Greece, one lady certainly owed much to a rapid undressing, Phryne, the model for the Venus of Apelles, whose learned counsel once decisively influenced an Athenian jury in her favour by a swift and total unveiling of his client. (You can see a representation of the incident at Rule's in Maiden Lane.) If Streatfeild, J., had been minded to test the speed of the plaintiff's undressing in the High Court, it would have been unnecessary to resort to so sensational a technique. There is a very lofty precedent which might have been followed with perfect propriety. The Congress of Vienna after the Napoleonic wars was not wholly political in its preoccupations. One day in March, 1815, the Czar of Russia laid a wager with a lady as to which could change clothing more quickly. At a given signal both left the room by different doors, the one returning reclad in a minute and a quarter and the other in a minute and fifty seconds. Something of the sort might perhaps have been arranged in the High Court, even though the ghost of Queen Victoria would not have been amused.

RICHARD ROE.

REVIEWS

The Law of Agency. By G. H. L. FRIDMAN, M.A., B.C.L. (Oxon), LL.M. (Adelaide), of the Middle Temple, Barrister-at-Law. pp. xlvii and (with Index) 293. 1960. London: Butterworth & Co. (Publishers), Ltd. £1 17s. 6d. net.

The author has succeeded in his attempt to set out and illustrate, in a straightforward and simple manner, the law relating to the different aspects of the agency relationship, so as to give students a complete picture of the nature, functions and obligations of agency. However, this is not merely a compendium of the law of agency but also a book for students who are interested in understanding legal ideas and to this end the author has discussed some of the more academic aspects of this branch of the law. For example, he has not contented himself with dealing with the accepted instances of agency of necessity but has also considered those circumstances in which it has been suggested that an agency of necessity will arise.

The work covers very fully the nature, creation, scope, obligations, effects and termination of the agency relationship, and many matters incidental thereto. Students will appreciate the summaries of the facts of cases which are included in the text, but we suspect that they will wish that the author had introduced marginal notes or made more generous use of sub-headings. This factor may well deter the student seeking nothing more than a superficial knowledge of the law of agency, although it will not affect the usefulness of this work in the eyes of those who are required to make a deeper study of this subject.

There are the usual tables of contents, statutes and cases and an index and the important and troublesome topic of estate agents' commission is dealt with in an appendix.

A First Book of English Law. Fourth Edition. By O. HOOD PHILLIPS, B.C.L., M.A. (Oxon), of Gray's Inn, Barrister-at-Law. pp. xxv and (with Index) 316. 1960. London: Sweet & Maxwell, Ltd. £1 1s. net.

This first book of English law, after an introductory chapter on the characteristics of English law, is divided into three parts. Part I deals with the systems, composition and jurisdiction of the different courts, which consist of county courts, High Courts of justice and assize, courts of appeal and criminal appeal, and the House of Lords and the judicial committee. The principles underlying the interpretation of statutes and the application of judicial precedent are explained in pt. II. Law reports, from their origin until present-day methods of law reporting, various customs and books of authority are also dealt with. Part III concerns the general principles of English law, and criminal law and the laws of property, tort, contract and person are outlined.

Since the preceding edition was published in 1955 such important statutes as the Restrictive Trade Practices Act, 1956, the Homicide Act, 1957, the Tribunals and Inquiries Act, 1958, and the County Courts Act, 1959, have been passed. References to all these and others are skilfully woven into the text and the background to the 1958 Act is explained.

The new edition is made more readable than its predecessors by the transfer of case and statute references from the body of the text to footnotes.

This bird's-eye-view of English law will continue to be read and appreciated by newcomers to the law for whom it is designed as well as by those of us who occasionally are asked by lay friends to give a "simple explanation" of some aspect of the law.

Societies

The SOLICITORS' ARTICLED CLERKS' SOCIETY announced recently that its annual tiddly-winks contest will be held on 5th July at The Law Society's Hall. Refreshments may be obtained from 6 p.m. The scheduled film show for 5th July has been cancelled.

The MONMOUTHSHIRE INCORPORATED LAW SOCIETY held its seventy-second annual general meeting at the Law Library, Law Courts, Newport, on 6th May, when the annual report of the council was presented. Mr. J. B. Rogers was elected president for the ensuing year. The following were also elected: Mr. V. R. Pugsley and Mr. A. F. Dolman, vice-presidents; Mr. J. K. Wood, hon. treasurer; Mr. J. B. Rogers, hon. librarian; and Mr. W. Pitt-Lewis, hon. secretary.

The LAWYERS' CHRISTIAN FELLOWSHIP held a quarterly meeting at The Law Society's Hall on 12th May. The meeting was addressed by Mr. Donald J. Wiseman, O.B.E., A.K.C., on "Archæology and the Bible."

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Hendon.—M. E. NEAL & SON, 102 Brent Street, N.W.4. Tel. Hendon 6123. Established 1919.

Ilford.—RANDALLS, F.R.I.C.S. Chartered Surveyors and Auctioneers (Established 1884), 67 Cranbrook Road, Tel. VALentine 6272 (10 lines).

Leyton.—HAROLD E. LEVI & CO., F.A.L.P.A., Auctioneers and Surveyors, 760 Lea Bridge Road, Leyton, E.17. Tel. Leytonstone 4423/4424.

Leyton and Leytonstone.—R. CHEKE & CO., 252 High Road, E.10. Tel. Leytonstone 7733/4.

Leytonstone.—COMPTON GUY, Est. 1899, Auctioneers, Surveyors and Valuers, 55 Harrington Road. Tel. Ley 1123. And at 1 Cambridge Park, Wanstead. Tel. Wan 5148; 13 The Broadway, Woodford Green. Tel. Buc 0464.

Leytonstone.—PETTY, SON & PRESTWICH, F.A.I. Chartered Auctioneers and Estate Agents, 682 High Road, Leytonstone, E.11. Tel. LEY 1194/5, and at Wanstead and South Woodford.

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Bracknell.—HUNTON & SON. Est. 1870. Auctioneers and Estate Agents, Valuers. Tel. 23.

County of Berkshire.—Mrs. N. C. TUFNELL & PARTNERS, Auctioneers, Valuers and Surveyors, Sunninghill, Ascot (Ascot 1666), and Streatley (Goring 45).

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Newbury.—DAY, SHERGOLD & HERBERT, F.A.I., Est. 1889. Chartered Auctioneers and Estate Agents, Market Place, Newbury. Tel Newbury 775.

Newbury.—DREWEATT, WATSON & BARTON, Est. 1759. Chartered Auctioneers, Estate Agents and Valuers, Market Place. Tel. 1.

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Reading.—HASLAM & SON, Chartered Surveyors and Valuers, Friar Street Chambers. Tel. 54271/2.

Windsor and Reading.—BUCKLAND & SONS, High Street, Windsor. Tel. 48. And 154 Friar Street, Reading. Tel. 51370. Also at Slough and London, W.C.

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Farnham Common.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, The Broadway. Tel. 109.

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Slough.—BUCKLAND & SONS, 26 Mackenzie St. Tel. 21307. Also at Windsor, Reading and London, W.C.1.

Slough.—HOUSEMANS, Estate and Property Managers, Surveyors, Valuers, House, Land and Estate Agents, Mortgage and Insurance Brokers, 46 Windsor Road. Tel. 25496. Also at Ashford, Middlesex.

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County of Cornwall.—RUSSELL & HAMLEY, F.A.I. (C. J. Hamley, F.A.I., A. W. Russell, F.A.I.), 31 Town End, Bodmin. Tel. 346.

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(*continued on p. xv*)

CORNWALL (*continued*)

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DURHAM

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Darlington.—SANDERSON, TOWNEND & GILBERT, Chartered Surveyors, 92 Bondgate.

NOTES OF CASES

The Notes of Cases in this issue are published by arrangement with the Council of Law Reporting, and, in general, full reports will be found in the Weekly Law Reports. Where possible the appropriate page reference is given at the end of the note.

Court of Appeal

INCOME TAX: ANTI-"DIVIDEND STRIPPING" LEGISLATION: APPLICABILITY TO RESIDENTS IN EIRE

Inland Revenue Commissioners *v.* Collco Dealings, Ltd.
Inland Revenue Commissioners *v.* Lucbor Dealings, Ltd.

Lord Evershed, M.R., Pearce and Harman, L.JJ.

10th March, 1960

Appeal from Vaisey, J. ([1959] 1 W.L.R. 995; 103 SOL. J. 635).

On 31st October, 1957, a company resident in the United Kingdom sold to the taxpayers, an Irish company, incorporated in Eire in 1957 and never resident in the United Kingdom, the whole of the issued share capital in two English companies. Subsequently there were paid to the Irish company interim dividends on the shares in both companies amounting respectively to £174,500 and £104,000 and paid wholly out of profits accumulated before the Irish company acquired the shares. The Irish company claimed exemption from British income tax by virtue of s. 349 of and para. 1 (*a*) of Sched. XVIII to the Income Tax Act, 1952. The Crown refused exemption, contending that s. 4 (2) of the Finance (No. 2) Act, 1955, applied, and deducted from the respective amounts income tax of £74,162 10s. and £44,200. The Irish company appealed to the Special Commissioners, contending that the words "a person entitled under any enactment to an exemption from income tax" in s. 4 (2) of the 1955 Act should be limited and controlled so as to exclude residents of Eire who were excluded from the ambit of British income tax by a double taxation treaty of April, 1926, made with the Government of Eire. The Commissioners decided in favour of the taxpayers but Vaisey, J., reversed their decision. The taxpayers appealed. (The issues raised by the appeal in *Inland Revenue Commissioners* v. *Lucbor Dealings, Ltd.*, were similar.)

LORD EVERSHED, M.R., said that the claim to exemption made by the Irish company had to be founded on some enabling provision in an English statute, which would necessarily be subject to review by Parliament. The exemption relied on, contained in s. 349 of the Income Tax Act, 1952, had been modified by s. 4 (2) of the Finance (No. 2) Act, 1955, in unambiguous terms which could not on the true construction be limited so as to leave unaffected the rights of Irish residents. There was no inconsistency between the modification and the continued confirmation in general terms of the Treaty of 9th April, 1926, and no question of international comity was involved.

PEARCE and HARMAN, L.JJ., agreed. Appeal dismissed.

APPEARANCES: *J. G. Foster*, Q.C., and *P. Shelbourne* (*R. M. Bull & Co.*); *Sir Reginald Manningham-Buller*, Q.C., A.-G., *E. Blanshard Stamp* and *Alan S. Orr* (*Solicitor of Inland Revenue*).

[Reported by Miss E. DANGERFIELD, Barrister-at-Law] **[2 W.L.R. 848**

RATING: FLATLET HOUSE OR "DWELLING-HOUSE"

Walls *v.* Peak (Valuation Officer)

Lord Evershed, M.R., Pearce and Harman, L.JJ.

25th March, 1960

Appeal from the Lands Tribunal.

A ratepayer at Bournemouth appealed against the assessment as a flatlet house of a hereditament containing seventeen rooms of which seven were let singly for residential purposes. Four other rooms were suitable for letting but were retained for use by the ratepayer and his family. The Lands Tribunal confirmed the assessment, holding that in order to discover how much accommodation was "available" for letting for the purposes of s. 3 (2) of the Valuation for Rating Act, 1953, there had to be excluded any rooms suitable for letting which were required for use by the ratepayer and his family. Accordingly, the tribunal decided that the whole of the "available accommodation" was let singly for residential purposes. The ratepayer appealed.

LORD EVERSHED, M.R., said that the decision of the tribunal probably accorded with common sense but the language used was unambiguous and on the true and inescapable construction the "available accommodation" meant all those rooms which were suitable for being used for single lettings, irrespective of actual user by the ratepayer and his family. Applying that test, substantially the whole of the available accommodation was not used for the lettings indicated, and therefore the premises should be valued as a dwelling-house.

PEARCE and HARMAN, L.JJ., agreed. Appeal allowed.

APPEARANCES: *Frank A. Stockdale* (*Walmsley & Stansbury*, for *E. W. Marshall Harvey & Dalton*, Bournemouth); *J. Raymond Phillips* (*Solicitor of Inland Revenue*).

[Reported by Miss E. DANGERFIELD, Barrister-at-Law] **[2 W.L.R. 840**

Chancery Division

LAND CHARGE: OPTION FOR NEW LEASE

Beesly *v.* Hallwood Estates, Ltd.

Buckley, J. 13th April, 1960

Action.

By a lease dated 21st May, 1938, for a term of twenty-one years from 25th March, 1938, it was provided that on the tenants giving at least six months' notice in writing previous to the determination of the lease they should have the right to obtain a further lease for twenty-one years on the same conditions subject to certain amendments. The option was never registered as a land charge under the Land Charges Act, 1925. On 10th January, 1948, the residue of the term was assigned to the plaintiff for valuable consideration; and, in August, 1955, the freehold reversion was purchased by the defendant company for money. On 1st July, 1958, the plaintiff gave notice exercising the option. Both the plaintiff and the directors of the defendant company were then of opinion that the option was binding on the defendant company. On 27th August, 1958, the defendant company's solicitors wrote to the plaintiff's solicitors setting out the terms of the new lease and informing them that the grant of the new lease would be subject to an undertaking being given to redecorate the property. There was some further correspondence with regard to the terms of the undertaking but it was never given. On 11th September, 1958, the defendant company's solicitors sent a counterpart lease to the plaintiff's solicitors for execution by the plaintiff. At some date between 13th and 26th September, 1958, the seal of the defendant company was attached to the new lease; on 24th or 25th September, 1958, the plaintiff executed the counterpart lease. At a board meeting of the defendant company held on 26th September, 1958, it was reported that a new lease had been executed, when one of the directors suggested that the position as to the registration of the option should be investigated. The defendant company were advised that the option was void for lack of registration, and on 8th October, 1958, a letter was written to the plaintiff's solicitors informing them that the

defendant company had decided not to grant the new lease. The plaintiff brought an action claiming that the defendants were bound by the lease which they had executed and alternatively that they were bound to execute a new lease.

BUCKLEY, J., said that, the defendants having bought the reversion for money, the option was void as against them under s. 13 (2) of the Land Charges Act, 1925, if it was registrable as an estate contract under s. 10 (1), Class C (iv), of the Act. A conditional contract to convey or grant a legal estate was registrable (*Sharp* v. *Coates* [1949] 1 K.B. 285). An option to purchase a legal estate in land might have the appearance of a conditional contract on the part of the grantor to grant or convey that estate, but that was not the true nature of such an option: see *Helby* v. *Matthews* [1895] A.C. 471. In *Griffith* v. *Pelton* [1958] Ch. 205, at p. 225, Jenkins, L.J., referred to an option to purchase land as a conditional contract but he thought that Jenkins, L.J., could not have meant to describe a concluded contract under which the rights of the parties were dependent on a condition but a state of affairs capable of resulting in a concluded contract upon a certain contingency. The option constituted an offer to grant a further term which the lessor was contractually precluded from withdrawing so long as the option remained exercisable; and was not, therefore, a "contract . . . to create or convey a legal estate" within s. 10 (1), Class C (iv). The question then arose whether the option came within the section by virtue of the words "including a contract conferring . . . a valid option of purchase." It was clear from s. 20 (8) of the Act that, unless the context otherwise required, "purchase" included a "lease" and it followed that "option of purchase" included "option to take a lease." The option was, therefore, registrable and was void as against the defendants. The next question was whether the parties entered into a new contract by correspondence. Any transaction between two or more parties could only result in a contract if they entered into the transaction with an intention to create binding contractual obligations or in circumstances in which such an intention must be attributed to them. The facts of the case negatived such an intention, for the letters were written with the intention of carrying out what were thought to be existing obligations, not of creating any new obligation. This view was not in conflict with *British Homophone, Ltd.* v. *Kunz and Crystallate Gramophone Record Co.* (1935), 152 L.T. 589. The doctrine of "promissory estoppel" whereby, where one party was under an existing legal obligation to another who had so acted as to lead the former party to believe that the latter would not enforce that obligation, intending the former party to act on that footing and the former party had so acted, the latter party might be restrained from enforcing the obligation on any footing inconsistent with the belief so induced even if he had received no consideration for the modification of his rights, could not be invoked to render enforceable a right which would be otherwise unenforceable. The plaintiff could not, therefore, rely on promises to grant the lease and not to rely on s. 13 (2), said to be contained in the correspondence, to create an obligation on the defendants to grant the lease. Further, the plaintiff had not acted to her detriment in reliance on the alleged promises by not enforcing her rights against the original lessors because, since there was no privity of contract between them, she did not at any relevant time have any rights against the original lessors. He now passed to the question whether by sealing the new lease the defendants bound themselves. The sealing of a deed by a corporate body prima facie imported delivery: Norton on Deeds, 2nd ed. (1932), pp. 12–13, and *Merchants of the Staple* v. *Bank of England* (1887), 21 Q.B.D. 160, at p. 165. There was no reason in the present case to conclude that the sealing of the lease by the defendants did not import delivery so as to constitute due execution. The lease, being a deed intended to be executed in duplicate for giving effect to a transaction between parties whereby each undertook obligations towards the other, was executed by the defendants conditionally on the plaintiff executing the counterpart. On the facts of the case, the execution was not also conditional on the plaintiff giving an undertaking to redecorate the property. The common mistake of the parties that the option was binding on the defendants was a mistake of law and did not, therefore, afford a defence to the claim that the defendants were bound by the lease they had sealed. In the result, subject to the plaintiff handing over to the defendants the counterpart lease, they were bound by the lease.

APPEARANCES: *F. Bower Alcock* (*S. Sydney Silverman*); *A. E. Holdsworth* (*George C. Carter & Co.*).

[Reported by Miss V. A. MOXON, Esq., Barrister-at-Law] [1 W.L.R. 549

COMPANY: BEQUEST TO COMPANY AFTER DISSOLUTION: APPLICATION TO DECLARE DISSOLUTION VOID

In re Servers of the Blind League

Pennycuick, J. 2nd May, 1960

Motion.

By her will a testatrix gave a fourth share in her residuary estate to a company established for charitable purposes. The company was dissolved before the date of death of the testatrix. The liquidator applied after the testatrix's death for an order under s. 352 of the Companies Act, 1948, declaring the dissolution of the company void.

PENNYCUICK, J., said that the effect of the order, if made, would be that the dissolution would be void *ab initio*, with the consequence that the company would have to be regarded as having been in existence at the date of the death of the testatrix; and, accordingly, the gift to it of a residuary share would have been effective. Generally speaking, the purpose of an order under s. 352 was to enable distribution to be made of an asset which belonged to the company before dissolution but which, for some reason, was overlooked and had vested in the Crown as bona vacantia. The position here was different. The asset in question, namely, the residuary share under the will of the testatrix, never belonged to the company at all and the order would dispossess other persons who obtained a vested interest in the asset under a title not derived from the company. No authority for such an order had been cited. The power under s. 352 was discretionary and he did not think it would be right for him to exercise the discretion in the present circumstances.

APPEARANCES: *C. A. Settle*, Q.C. (*Joynson-Hicks & Co.*).

[Reported by Miss V. A. MOXON, Barrister-at-Law] [1 W.L.R. 564

SUSSEX YOUNG MEMBERS GROUP FORMED

At a meeting held recently at Brighton attended by twenty-four young Sussex solicitors and presided over by Mr. J. B. Buckwell, a member of the council of The Law Society, it was unanimously resolved that a young members group be formed. A committee was elected and Mr. G. C. Child, assistant solicitor to Brighton Corporation, Town Clerk's Department, Town Hall, Brighton, 1, was appointed hon. secretary. An interesting programme is being arranged, and it is understood that Lord Denning has agreed to make the inaugural address to the group. The secretary will be pleased to hear from solicitors under thirty-six years of age and practising in Sussex who would like further details.

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IN WESTMINSTER AND WHITEHALL

HOUSE OF LORDS

PROGRESS OF BILLS

Read First Time:—

Betting and Gaming Bill [H.C.] [12th May.
Sheerness Harbour Bill [H.L.] [10th May.

Read Second Time:—

Civil Aviation (Licensing) Bill [H.C.] [10th May.

Read Third Time:—

St. Martin's Parish Church Birmingham Bill [H.C.] [11th May.

In Committee:—

Administration of Justice Bill [H.L.] [10th May.
Building Societies Bill [H.L.] [10th May.

HOUSE OF COMMONS

A. PROGRESS OF BILLS

Read First Time:—

Commonwealth Teachers Bill [H.C.] [11th May.

To make further provision for matters arising out of the recommendations of the Commonwealth Education Conference.

Ghana (Consequential Provision) Bill [H.C.] [11th May.

To make provision as to the operation of the law in relation to Ghana and persons and things in any way belonging to or connected with Ghana, in view of Ghana's becoming a republic while remaining a member of the Commonwealth.

Merchant Shipping (Minicoy Lighthouse) Bill [H.C.] [11th May.

To enable the lighthouse on Minicoy Island and sums held in the General Lighthouse Fund in connection therewith to be transferred to the Government of India, and for purposes connected with the matter aforesaid.

Pier and Harbour Provisional Order (Fowey) Bill [H.C.] [12th May.

To confirm a Provisional Order made by the Minister of Transport under the General Pier and Harbour Act, 1861, relating to Fowey.

Pier and Harbour Provisional Order (Yarmouth (Isle of Wight)) Bill [H.C.] [12th May.

To confirm a Provisional Order made by the Minister of Transport under the General Pier and Harbour Act, 1861, relating to Yarmouth (Isle of Wight).

Read Second Time:—

Bournemouth Corporation Bill [H.L.] [12th May.
City of London (Various Powers) Bill [H.L.] [12th May.
Dock Workers (Pensions) Bill [H.C.] [11th May.
London County Council (General Powers) Bill [H.L.] [12th May.
London County Council (Money) Bill [H.C.] [10th May.
Manchester Ship Canal Bill [H.L.] [9th May.
Methodist Church Funds Bill [H.L.] [9th May.
Mexborough and Swinton Traction Bill [H.L.] [9th May.
Road Traffic (Driving of Motor Cycles and Mopeds) Bill [H.C.] [13th May.
Royal College of Physicians of London Bill [H.L.] [9th May.
Southampton Corporation Bill [H.L.] [12th May.
Southend-on-Sea Corporation Bill [H.L.] [12th May.

Read Third Time:—

Corporate Bodies' Contracts Bill [H.C.] [13th May.
Indecency with Children Bill [H.L.] [10th May.
Northampton County Council Bill [H.L.] [9th May.
Public Bodies (Admission to Meetings) Bill [H.C.] [13th May.

In Committee:—

Oil Burners (Standards) Bill [H.C.] [13th May.

B. QUESTIONS

GENERAL COMMISSIONERS OF INCOME TAX: APPOINTMENTS

The ATTORNEY-GENERAL said that thirty-five General Commissioners of Income Tax had been appointed under the provisions of the Tribunals and Inquiries Act, 1956, none of them women. Their occupations at the time of their appointments were as follows: company directors (eight), farmers (six), retired officers of armed services (three), school masters (two), chemists (two), works managers (two), general manager (one), sales manager (one), bank manager (one), architect (one), medical practitioner (one), estate agent (one), stockbroker (one), hotel proprietor (one), outfitter and clothier (one), house furnisher (one), engineer (one), and corn merchant (one). [9th May.

HEALTH, SAFETY AND WELFARE (ADVISORY COMMITTEES)

Mr. P. THOMAS said that under the powers conferred by s. 26 of the Factories Act, 1959, the Minister of Labour had appointed a committee to advise him on the health, safety and welfare of workers in the cutlery and silverware trades in Sheffield and district. There were thirteen other advisory committees, appointed before this Act was passed, which dealt with the safety and health problems of particular industries. It was proposed shortly to consult the organisations concerned about their re-appointment under those new powers. Further committees would be appointed in due course. [11th May.

STATUTORY INSTRUMENTS

Agriculture (Poisonous Substances) Amendment Regulations, 1960. (S.I. 1960 No. 793.) 5d.
Cardiff Corporation Water (Llandegfedd Treatment Works) Order, 1960. (S.I. 1960 No. 798.) 5d.
Draft **Coal Mines** (Firedamp Drainage) Regulations, 1960. 6d.
Horticulture Act, 1960 (Commencement) Order, 1960. (S.I. 1960 No. 804.) 4d.
Import Duties (General) (No. 5) Order, 1960. (S.I. 1960 No. 811.) 5d.
Draft **Licensed Dealers** (Conduct of Business) Rules, 1960. 8d.
London-Edinburgh-Thurso Trunk Road (Ord. of Caithness and other Diversions) Order, 1960. (S.I. 1960 No. 786.) 5d.
London Traffic (Prescribed Routes) (Finchley) (Revocation) Regulations, 1960. (S.I. 1960 No. 802.) 4d.
London Traffic (Prohibition of Waiting) (St. John's Hill and St. James's Road, Sevenoaks) Regulations, 1960. (S.I. 1960 No. 803.) 5d.
National Health Service (Transfer of Officers and Compensation) (Scotland) Amendment Regulations, 1960. (S.I. 1960 No. 799.) 5d.
National Insurance (Contributions) Amendment Regulations, 1960. (S.I. 1960 No. 782.) 5d.
National Insurance (Unemployment and Sickness Benefit) Amendment Regulations, 1960. (S.I. 1960 No. 781.) 5d.
Stopping up of Highways Orders, 1960:—
City and County Borough of Bath (No. 1). (S.I. 1960 No. 805.) 5d.
County of Bedford (No. 4). (S.I. 1960 No. 773.) 5d.
County Borough of Bournemouth (No. 3). (S.I. 1960 No. 816.) 5d.
County of Chester (No. 22) Order, 1959 (Revocation). (S.I. 1960 No. 796.) 4d.
County of Cornwall (No. 6). (S.I. 1960 No. 777.) 5d.
County of Cumberland (No. 4). (S.I. 1960 No. 788.) 4d.
County of Derby (No. 7). (S.I. 1960 No. 813.) 5d.
County of Derby (No. 8). (S.I. 1960 No. 815.) 5d.
County of Kent (No. 3). (S.I. 1960 No. 814.) 5d.
County of Kent (No. 6). (S.I. 1960 No. 817.) 5d.
County of Lancaster (No. 7). (S.I. 1960 No. 774.) 5d.
County of Lancaster (No. 8). (S.I. 1960 No. 807.) 5d.
County of Lancaster (No. 9). (S.I. 1960 No. 808.) 5d.
County of Lancaster (No. 10). (S.I. 1960 No. 775.) 5d.
County of Leicester (No. 11). (S.I. 1960 No. 806.) 5d.
City and County Borough of Liverpool (No. 7). (S.I. 1960 No. 776.) 5d.
County of Nottingham (No. 2). (S.I. 1960 No. 797.) 5d.
County of Surrey (No. 5). (S.I. 1960 No. 818.) 5d.

County of Warwick (No. 4). (S.I. 1960 No. 795.) 5d.
County of Wilts (No. 5). (S.I. 1960 No. 789.) 5d.
County of York, North Riding (No. 2). (S.I. 1960 No. 790.) 5d.

Superannuation (Civil Service and Northern Ireland Local Government) Transfer Rules, 1960. (S.I. 1960 No. 819.) 7d.

Tribunals and Inquiries (Mental Health Review Tribunals) Order, 1960. (S.I. 1960 No. 810.) 4d.

Wages Regulation (General Waste Materials Reclamation) Order, 1960. (S.I. 1960 No. 809.) 7d.

Wages Regulation (Sugar Confectionery and Food Preserving) (Amendment) Order, 1960. (S.I. 1960 No. 792.) 5d.

SELECTED APPOINTED DAYS

May

9th — Horticulture Act, 1960, Pt. II.
National Insurance (Contributions) Amendment Regulations, 1960. (S.I. 1960 No. 782.)
National Insurance (Unemployment and Sickness Benefit) Amendment Regulations, 1960. (S.I. 1960 No. 781.)

16th — Post-War Credit (Income Tax) Amendment Regulations, 1960. (S.I. 1960 No. 769.)
Tribunals and Inquiries (Mental Health Review Tribunals) Order, 1960. (S.I. 1960 No. 810.)

POINTS IN PRACTICE

Questions, which can only be accepted from practising solicitors who are subscribers either directly or through a newsagent, should be addressed to the "Points in Practice" Department, The Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. They should be* brief, typewritten in duplicate, *and accompanied by the name and address of the sender* on a separate sheet, *together with a* stamped addressed envelope. *Responsibility cannot be accepted for the return of documents submitted, and no undertaking can be given to reply by any particular date or at all

Company Law—Permanent Directors' Compensation on Removal from Company

Q. We are instructed to form a private limited company and that the first directors should be permanent directors. We have pointed out that even permanent directors can be removed under s. 184 of the Companies Act, 1948, and our clients accept this, provided that they will be entitled to compensation or damages if they are removed. Section 184 (6) of the Companies Act, 1948, preserves the rights of a director who is removed to compensation or damages. Will the provision in the articles of association that the first directors shall be permanent directors without reference to compensation for loss of office be sufficient to entitle them to damages if removed, or should there be a separate contract by the company with each director (as soon as the company is formed) expressly agreeing that they are to be directors for life and entitled to compensation if removed?

A. The rights reserved by s. 184 (6) of the Companies Act, 1948, are contractual rights, and in our opinion separate service agreements should be entered into between the company and the directors. We say this because the articles only constitute a contract between the company and its members, *as such*. They do not give a director any right of action (*Browne* v. *La Trinidad* (1887), 37 Ch.D. 1). Incidentally, we would strongly advise that the service agreements do not confer expressly a right to compensation on removal. Compensation payable under the terms of the agreements would be taxable in the hands of the directors, as emoluments of the employment, while damages or compensation obtained for breach of the agreements would be capital, as the law now stands (*Henley* v. *Murray* (*Inspector of Taxes*) (1950), 31 T.C. 351, and *Dale* v. *De Soissons* [1950] 2 All E.R. 460).

Company—Restriction of Sale of Shares to Shareholders

Q. It is not unusual in family businesses which have been registered as private limited liability companies under the Companies Acts for provision to be made in the articles of association restricting the sale of the shares to existing shareholders of the company and for transfer to members of the family. We have been asked to form a private limited liability company of an existing family business in which there are two brothers who are partners. Under the existing partnership agreement the surviving partner is entitled to purchase the share of the deceased partner upon the terms mentioned in the partnership agreement. The partners wish that a similar restriction on the sale of the company's shares should be placed as in the partnership agreement. In view of the fact that there will be only two shareholders in the business, would there be any legal objection to the articles of association being suitably framed so as to restrict the sale of the shares to shareholders only on the death of any shareholder?

A. In our opinion there is no objection to the articles being framed in the way suggested. A common form article can be adopted, providing that a share cannot be transferred unless it has first been offered to the other members or member at a fair price. Transfers to near relatives are often excepted from this restriction, but there is no need to have this exception. If regs. 30 and 31 of Table A apply to the company, the restrictions on transfer will automatically extend to transmission of shares on death. This means that the personal representatives of a deceased brother cannot either have themselves registered in respect of the shares, or transfer them to anyone else, without first offering the shares to the other brother at the fair price. The articles usually provide for the fair price to be fixed by the auditors.

Partnership—Whether Conditional Option Registrable as Land Charge

Q. A client of ours is the senior partner of a partnership of three doctors and we are acting for him in the matter of the sale of his house and surgery. Under the partnership agreement of these three doctors there is the usual clause which provides that in the event of the death or retirement of one of the partners, the continuing or surviving partners shall have a joint option to purchase the house and surgery occupied by the retiring or deceased partner for the purpose of the practice. On inquiring from the solicitors who acted for the doctors in the preparation of the articles of partnership, whether these options had been registered as land charges against the properties concerned, the reply was that options of this nature were not considered registrable by them owing to the fact that they were dependent upon an event happening such as the death or retirement of a partner. Is there any authority for this contention that a conditional option to purchase, such as this, is not registrable as a land charge? If it is registrable, will it be void in all respects if not registered?

A. (1) We know of no authority for the contention that a conditional option is not registrable as a land charge. On the other hand we think other types of conditional contracts have been held to be registrable; for instance in *Sharp* v. *Coates* [1949] 1 K.B. 285, discussed in Emmet on Title, 14th ed., vol. 1, p. 568. (2) No. In the absence of registration it is void only against a purchaser of a legal estate for money or money's worth (Land Charges Act, 1925, s. 13 (2)). Non-registration does not affect enforceability against the grantor of the option. See the comments in Emmet, op. cit., pp. 76 and 568.

Will—Whether Substituted Appointment of Executor Restricted to Death in Testator's Lifetime

Q. *S*, a solicitor, is appointed by *C*, his client, to be *C's* executor. *S*, by his will, appoints *W*, his wife, to be his (*S's*) executor. *C* dies and *S* proves *C's* will, but then *S* dies leaving part of *C's* estate unadministered. (1) Presumably *W* will automatically become the executor of *C* if she proves *S's* will? (2) Presumably, also, *W* cannot accept the executorship of *S's* will without accepting the executorship of *C's* will? (3) Assuming the answers to questions (1) and (2) to be in the affirmative, is there any means whereby *S*, when drawing up *C's* will, can provide that the office of executor of *C's* will shall in the events above described, vest in someone other than *W*?

A. (1) Yes (Administration of Estates Act, 1925, s. 7 (1)). (2) Section 7 (1) provides that the "executor of a sole . . . executor of a testator *is* the executor of that testator," and so

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Thornton Heath.—LEONARD DAVEY & HART, Chartered Surveyors, Auctioneers, Valuers and Estate Agents, 781 London Road. Tel. THO 6211/2.

Thornton Heath.—DOUGLAS GRAHAM & CO., Estate Agents and Property Managers, 808 London Road. Tel. THO 3888 (4 lines). And at Norbury, Sutton and Piccadilly, W.1.

Virginia Water and Wentworth.—GOSLING AND MILNER, Station Approach, Virginia Water. Tel. Wentworth 2277. And at 8 Lower Grosvenor Place, S.W.1. Tel. Victoria 3634.

Wallington.—WILLIAM A. DAVIS & PARTNERS, 4 Stanley Park Road. Tel. Wallington 2567.

Walton.—MANN & C.O. Est. 1891, 38 High Street. Tel. 2331/2. Offices throughout West Surrey.

Walton and Weybridge.—HIGBY & CHARD (Consultants: George Geen, M.A., F.R.I.C.S., V.C. Lawrence, F.R.I.C.S.), 45 High Street, Walton-on-Thames. Tel. 2487/8.

Walton/Weybridge.—WARING & CO. Est. 1890. Surveyors, Estate Agents, Auctioneers and Valuers. Tel. Walton-on-Thames 24151/2.

West Byfleet.—MANN & CO., incorporating Ewbank and Co. Est 1891. Tel. 3288/9. Offices throughout West Surrey.

Weybridge.—EWBANK & CO., in association with Mann and Co. Est. 1891. Tel. 2323/5. Offices throughout West Surrey.

Weybridge and District.—J. E. PURDIE & SON, Chartered Surveyors and Estate Agents, 1 and 3 Queens Road, Weybridge. Tel. 3307 (3 lines), and at Walton-on-Thames.

Weybridge and District.—WATERER & SONS, Chartered Auctioneers and Estate Agents, Surveyors, etc. Tel. 3838/9

(*continued on p. xviii*)

SURREY (*continued*)

Woking.—HOAR & SANDERSON, F.V.I. Tel. 3263/4. Ten associated Surrey offices.

Woking.—MANN & CO., Est. 1891, Chartered Surveyors. Tel. 3800 (6 lines). Offices throughout West Surrey.

Woking.—MOLDRAM, CLARKE & EDGLEY, Chartered Surveyors. Tel. 3419; and at Guildford.

SUSSEX

Angmering-on-Sea, Rustington, Worthing and Storrington.—BERNARD TUCKER & SON, Est. 1890. L. B. Tucker, F.R.I.C.S., F.A.I., G. H. E. Evans, F.A.L.P.A., W. J. Brown, F.A.I. Tels. Rustington 1, Worthing 5708/9. Storrington 535.

Arundel and Rustington.—HEASMAN & PARTNERS. Tel. Arundel 2323, Rustington 900.

Bexhill-on-Sea.—JOHN BRAY & SONS (Est. 1864), Estate Agents, Auctioneers and Valuers, 1 Devonshire Square. Tel. 14.

Bexhill-on-Sea and Cooden.—ERNEST SHEATHER, F.A.I., Chartered Auctioneer and Estate Agent, 14 St. Leonards Road. Tel. 350, 351 and 2280.

Bexhill-on-Sea and Little Common.—RICHES & GRAY (Est. 1883), Chartered Auctioneers and Estate Agents, 25 Sea Road, Bexhill-on-Sea. Tel. 34/5. And at 25 Cooden Sea Road, Little Common. Tel. Cooden 2939.

Brighton.—RAYMOND BEAUMONT, F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 35 East Street. Tel. Brighton 20163.

Brighton.—MELLOR & MELLOR, Chartered Auctioneers and Estate Agents, 110 St. James's Street. Tel. 682910.

Brighton.—H. D. S. STILES & CO., F.R.I.C.S., F.A.I. (special rating diploma), 6 Pavilion Buildings. Tel. Brighton 23244 (4 lines). 10 King's Bench Walk, Temple E.C.4. Tel. Central 5356. 3 The Steyne, Worthing. Tel. Worthing 9192/3.

Brighton.—FRANK STONE & PARTNERS, F.A.L.P.A., 84 Queen's Road. Tel. Brighton 29252/3.

Brighton and Hove.—WILLIAM WILLETT, LTD., Auctioneers and Estate Agents, 52 Church Road, Hove. Tel. Hove 34055. London Office, Sloane Square, S.W.1. Tel. Sloane 8141.

Brighton, Hove and Surrounding Districts.—MAURICE P. HATCHWELL, F.R.I.C.S., F.A.I., Chartered Surveyor, Chartered Auctioneer and Estate Agent, 4 Bartholomews, Brighton, 1. Tel. Brighton 23107.

Brighton and Hove and Surrounding Districts.—C. HORTON LEDGER, F.A.I., Established 1885, Chartered Auctioneer and Estate Agent, Surveyor and Valuer, "Sussex House," 126/7 Western Road, Hove, Sussex. Tel. 71291.

Chichester and Bognor Regis.—WHITEHEAD & WHITEHEAD, Chartered Auctioneers and Estate Agents, South Street, Chichester. Tel. 3031 (5 lines). Station Road, Bognor Regis. Tel. 2237/8.

Crawley.—JOHN CHURCHMAN & SONS, Chartered Surveyors, Valuers, Land Agents. Tel. Crawley 1899.

Crawley.—WM. WOOD, SON & GARDNER, Surveyors and Valuers. Tel. Crawley 1.

Crowborough.—DONALD BEALE & CO., Auctioneers, Surveyors and Valuers. The Broadway. Tel. Crowborough 3333.

Eastbourne.—FRANK H. BUDD, LTD., Auctioneers, Surveyors, Valuers, 1 Bolton Road. Tel. 1860.

Eastbourne.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 12 Gildredge Road, Tel. Eastbourne 1285.

Eastbourne.—HEFFORD & HOLMES, F.A.I., Chartered Auctioneers and Estate Agents, 51 Gildredge Road. Tel. Eastbourne 7840.

Eastbourne.—OAKDEN & CO., Estate Agents, Auctioneers and Valuers, 24 Cornfield Road. Est. 1897. Tel. 1234/5.

Eastbourne and District.—FARNHAM & CO., Auctioneers, Estate Agents and Valuers, 6 Terminus Road, Eastbourne. Tel. 4433/4/5. Branch at 87 Eastbourne Road, Lower Willingdon, and 4 Grand Parade, Polegate.

East Grinstead.—Messrs. P. J. MAY (P. J. May and A. L. Apthorp, F.R.I.C.S., F.A.I., M.R.San.I.), 2 London Road. Tel. East Grinstead 315/6.

East Grinstead.—TURNER, RUDGE & TURNER, Chartered Surveyors. Tel. East Grinstead 700/1.

Hassocks and Mid-Sussex.—AYLING & STRUDWICK, Chartered Surveyors. Tel. Hassocks 882/3.

Hastings, St. Leonards and East Sussex.—DYER & OVERTON (H. B. Dyer, D.S.O., F.R.I.C.S., F.A.I.; F. R. Hynard, A.R.I.C.S.). Consultant Chartered Surveyors. Estd. 1892. 6-7 Havelock Road, Hastings. Tel. 5661/2.

Hastings, St. Leonards and East Sussex.—WEST (Godfrey, F.R.I.C.S., F.A.I.) & HICKMAN, Surveyors and Valuers, 50 Havelock Road, Hastings. Tel. 6688/9.

Haywards Heath and District.—DAY & SONS, Auctioneers and Surveyors, 115 South Road. Tel. 1580. And at Brighton and Hove.

Haywards Heath and Mid-Sussex.—BRADLEY AND VAUGHAN, Chartered Auctioneers and Estate Agents. Tel. 91.

Horsham.—KING & CHASEMORE, Chartered Surveyors. Auctioneers, Valuers, Land and Estate Agents. Tel. Horsham 3355 (3 lines).

Horsham.—WELLER & CO., Surveyors, Auctioneers, Valuers, Estate Agents. Tel. Horsham 3311. And at Guildford, Cranleigh and Henfield.

REGISTER OF

Auctioneers, Valuers, Surveyors, Land and Estate Agents

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Hove.—DAVID E. DOWLING, F.A.L.P.A., Auctioneer, Surveyor, Valuer & Estate Agent. 75, Church Road, Hove. Tel. Hove 37213 (3 lines).
Hove.—PARSONS SON & BASLEY (W. R. De Silva, F.R.I.C.S., F.A.I.), 173 Church Road, Hove. Tel. 34564.
Hove and District.—WHITLOCK & HEAPS, Incorporated Auctioneers, Estate Agents, Surveyors and Valuers, 65 Sackville Road. Tel. Hove 31822.
Hove, Portslade, Southwick.—DEACON & CO., 11 Station Road, Portslade. Tel. Hove 48440.
Lancing.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 8-14 South Street, Lancing, Sussex. Tel. Lancing 2828.
Lewes and Mid-Sussex.—CLIFFORD DANN, B.Sc., F.R.I.C.S., F.A.I., Fitzroy House, Lewes. Tel. 750. And at Ditchling and Hurstpierpoint.
Seaford.—W. G. F. SWAYNE, F.A.I., Chartered Auctioneer and Estate Agent, Surveyor and Valuer, 3 Clinton Place. Tel. 2144.
Storrington, Pulborough and Billinghurst.—WHITEHEAD & WHITEHEAD amal. with D. Ross & Son, The Square, Storrington (Tel. 40), Swan Corner, Pulborough (Tel. 232/3), High Street, Billinghurst (Tel. 391).
Sussex and Adjoining Counties.—JARVIS & CO., Haywards Heath. Tel. 700 (3 lines).
West Worthing and Goring-by-Sea.—GLOVER & CARTER, F.A.L.P.A., 110 George V Avenue, West Worthing. Tel. 8686/7. And at 6 Montague Place, Worthing. Tel. 6264/5.
Worthing.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 8-14 South Street, Lancing, Sussex. Tel. Lancing 2828.
Worthing.—EYDMANN, STREET & BRIDGE (Est. 1864), 14 Chapel Road. Tel. 4060.
Worthing.—HAWKER & CO., Chartered Surveyors, Chapel Road, Worthing. Tel. Worthing 1136 and 1137.
Worthing.—Patching & Co., Est. over a century. Tel. 5000. 5 Chapel Road.
Worthing.—JOHN D. SYMONDS & CO., Chartered Surveyors, Revenue Buildings, Chapel Road. Tel. Worthing 623/4.

WARWICKSHIRE

Birmingham and District.—SHAW, GILBERT & CO., F.A.I., "Newton Chambers," 43 Cannon Street, Birmingham, 2 Midland 4784 (4 lines).

WARWICKSHIRE (continued)

Coventry.—GEORGE LOVEITT & SONS (Est. 1843), Auctioneers, Valuers and Estate Agents, 29 Warwick Row. Tel. 3081/2/3/4.
Coventry.—CHAS. B. ODELL & CO. (Est. 1901) Auctioneers, Surveyors, Valuers and Estate Agents, 53 Hertford Street. Tel. 22037 (4 lines).
Leamington Spa and District.—TRUSLOVE & HARRIS, Auctioneers, Valuers, Surveyors. Head Office: 38/40 Warwick Street, Leamington Spa. Tel. 1861 (2 lines).
Rugby and District.—WIGGINS & RUSSELL, Auctioneers, etc., 14 Regent Place, Rugby (Tel. 2548).
Sutton Coldfield.—QUANTRILL SMITH & CO., 4 and 6 High Street. Tel. SUT 4481 (5 lines).

WESTMORLAND

Kendal.—MICHAEL C. L. HODGSON, Auctioneers and Valuers, 10a Highgate. Tel. 1375.
Windermere.—PROCTER & BIRKBECK (Est. 1841), Auctioneers, Lake Road. Tel. 688.

WILTSHIRE

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department. New Bond Street Chambers. 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.
Marlborough Area (Wilts, Berks and Hants Borders).—JOHN GERMAN & SON (Est. 1840), Land Agents, Surveyors, Auctioneers and Valuers, Estate Offices, Ramsbury, Nr. Marlborough. Tel. Ramsbury 361/2. And at Ashby-de-la-Zouch, Burton-on-Trent and Derby

WORCESTERSHIRE

Kidderminster.—CATTELL & YOUNG, 31 Worcester Street. Tel. 3075 and 3077. And also at Droitwich Spa and Tenbury Wells.
Worcester.—BENTLEY, HOBBS & MYTTON, F.A.I., Chartered Auctioneers, etc., 49 Foregate Street, Tel. 5194/5.

YORKSHIRE

Bradford.—NORMAN R. GEE & HEATON, 72/74 Market Street, Chartered Auctioneers and Estate Agents. Tel. 27202 (2 lines). And at Keighley.

YORKSHIRE (continued)

Bradford.—DAVID WATERHOUSE & NEPHEWS, F.A.I., Britannia House, Chartered Auctioneers and Estate Agents. Est. 1844. Tel. 22622 (3 lines).
Hull.—EXLEY & SON, F.A.L.P.A. (Incorporating Officer and Field), Valuers, Estate Agents, 70 George Street. Tel. 33991/2.
Leeds.—SPENCER, SON & GILPIN, Chartered Surveyor, 2 Wormald Row, Leeds, 2. Tel. 3-0171/2.
Scarborough.—EDWARD HARLAND & SONS, 4 Aberdeen Walk, Scarborough. Tel. 834.
Sheffield.—HENRY SPENCER & SONS, Auctioneers, 4 Paradise Street, Sheffield. Tel. 25206. And at 20 The Square, Retford, Notts. Tel. 531/2. And 91 Bridge Street, Worksop. Tel. 2654.

SOUTH WALES

Cardiff.—DONALD ANSTEE & CO., Chartered Surveyors, Auctioneers and Estate Agents, 91 St. Mary Street. Tel. 30429.
Cardiff.—S. HERN & CRABTREE, Auctioneers and Valuers. Established over a century. 93 St. Mary Street. Tel. 29383.
Cardiff.—J. T. SAUNDERS & SON, Chartered Auctioneers & Estate Agents. Est. 1895. 16 Dumfries Place, Cardiff. Tel. 20234/5, and Windsor Chambers, Penarth. Tel. 22.
Cardiff.—JNO. OLIVER WATKINS & FRANCIS, Chartered Auctioneers, Chartered Surveyors, 11 Dumfries Place. Tel. 33489/90.
Swansea.—E. NOEL HUSBANDS, F.A.I., 139 Walter Road. Tel. 57801.
Swansea.—ASTLEY SAMUEL, LEEDER & SON (Est. 1863), Chartered Surveyors, Estate Agents and Auctioneers, 49 Mansel Street, Swansea. Tel. 55891 (4 lines).

NORTH WALES

Denbighshire and Flintshire.—HARPER WEBB & CO., (incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. 20685.
Wrexham, North Wales and Border Counties.—A. KENT JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. The Estate Offices, 43 Regent Street, Wrexham. Tel. 3483/4.

W would become *C's* executor on proving *S's* will. (3) This may be possible, but any scheme is likely to be so complicated that we hesitate to advise it. Occasionally a person is directed to cease to be an executor on the happening of a certain event, e.g., a wife is sometimes appointed so long as she remains a widow. We have considered whether *S* could be appointed as executor during his lifetime only, but (*a*) this does not seem to limit his rights, and (*b*) we doubt whether it avoids the application of s. 7 (1). The decisions in *In the Goods of Lighton* (1828), 1 Hagg. Ecc. 235; *In the Goods of Johnson* (1858), 1 Sw. & Tr. 17, and *In the Goods of Foster* (1871), L.R. 2 P. & D. 304, provide authority for the view that an executor may be substituted for one who dies even after taking out probate. See the explanation in Williams on Executors, 13th ed., vol. 1, p. 15, where these decisions are treated as still binding. If this is so, then another executor could be appointed as substituted executor for *S* on the death of *S* after having proved the will, but before completing administration.

These decisions were, however, prior to the enactment of the Administration of Estates Act, 1925, and we do not know of a relevant decision since that Act. Although s. 7 of that Act was intended to reproduce substantially the law as it was before 1926, we have some doubt whether it might be held to have granted an overriding statutory authority to the executor's executor. Consequently, although a scheme on the lines suggested may be possible, we would not advise drawing a will in this way without first obtaining the opinion of counsel experienced in probate matters.

NOTES AND NEWS

CHANCERY DIVISION: ARRANGEMENT OF BUSINESS

The Lord Chancellor has directed that the proceedings described in col. 1 below shall be assigned to the groups mentioned in col. 2 and shall be heard and determined by the judges mentioned in col. 3:—

1 *Nature of Proceedings*	2 *To be assigned to*	3 *To be heard and determined by*
1. Proceedings under the Companies Act, 1948 (Ord. 53B)	Group A	Judges of Group A
2. Proceedings in Bankruptcy	Group B	Judges of Group B
3. Proceedings in the Liverpool District Registry or the Manchester District Registry	Group B	Judges of Group B
4. Proceedings under the War Damage Act, 1943 (Ord. 55C)	Group A	Mr. Justice Buckley
5. Proceedings under the Guardianship of Infants Acts, 1886 and 1925 (Ord. 55A, r. 4), and appeals under s. 10 of the Adoption Act, 1958 (Ord. 55A, r. 9)	Group A	Mr. Justice Pennycuick
6. Proceedings under r. 15 (2) of the Public Trustee Rules, 1912	Group B	Mr. Justice Russell
7. Proceedings required to be heard by a single judge under Ord. 54D (Law of Property Acts and Land Registration Act, 1925)	Group B	Mr. Justice Russell
8. Proceedings required to be heard by a Divisional Court under the Land Registration Act, 1925 (Ord. 54D, r. 7)	Group B	Judges of Group B
9. Proceedings under s. 23 or s. 24 of the Patents Act, 1949, and references and applications under that Act (Ord. 53A)	Group A	Mr. Justice Lloyd-Jacob
10. References and applications under the Registered Designs Act, 1949 (Ord. 53E)	Group A	Mr. Justice Lloyd-Jacob

THE LAW SOCIETY'S HONOURS EXAMINATION

The following candidates were successful in The Law Society's Honours Examination, held in March, 1960:—

FIRST CLASS: *None.*

SECOND CLASS: F. H. Adams (Cheltenham); D. G. Barnsley, LL.M. (Manchester); J. D. Fraser (London); T. A. Jones, M.A. (Oxon), formerly a barrister-at-law; Marion Veronica Marjorie Lane (London); J. N. Porter (Conway); J. P. Robinson (Ramsgate); D. Walsh, LL.B. (Leeds).

THIRD CLASS: W. E. Battersby, LL.B. (London); Juliet Angela Becker, LL.B. (London); A. M. Conway, LL.B. (Leeds); R. Dixon (Manchester); T. H. Drabble (London); B. Eagles, LL.B. (London); J. T. Franklin (Oxford); J. F. Hancock, LL.B. (London); K. S. Harrison (London); G. R. Hetherington (Middlesbrough); R. J. Jacob (Watford); Ann Margaret Lyster (London); I. Miller (Poole); F. D. Pattison (Stanhope); I. W. Phillips, LL.B. (Wales) (Carmarthen); N. Richardson (Blackpool); J. D. Roberts, LL.B. (London) (Bristol); H. Solomon (London); R. Thompson (Newcastle-upon-Tyne); E. W. Wills, LL.B. (Bristol) (London); J. R. Wimbush (Portsmouth).

The Council of The Law Society have given class certificates to the candidates in the second and third classes.

Seventy-nine candidates gave notice for examination.

PREPARATION OF APPEALS

Lord Evershed, M.R., giving judgment in the Court of Appeal on 10th May, said that the preparation of the case for the court had left far too much to be desired. No copy of the defence and counter-claim had been supplied at all. A copy of the defence eventually supplied to one of their lordships had never been checked, and the court had had difficulty in identifying other documents. It had happened once or twice lately that no sufficient care seemed to have been taken to check the documents . . . One exhibit consisted of a number of little bits of paper which were not attached together and might therefore become separated. An exhibit should be properly marked as such, so that there could be no doubt that it was an exhibit and had the court's authority for being so described.

COLONIAL LEGAL APPOINTMENTS

The following appointments are announced in the Colonial Legal Service: Mr. R. A. CAMPBELL, Chief Justice, Aden, to be Chief Justice, Bahamas; Mr. S. A. FOWLER, Assistant Registrar, Hong Kong, to be Senior Assistant Registrar, Hong Kong; Major F. T. M. JONES to be Crown Counsel, Northern Rhodesia; Mr. S. B. JONES, Senior Police Magistrate, Sierra Leone, to be Puisne Judge, Sierra Leone; Mr. K. C. MCMILLAN, Magistrate, Trinidad, to be Legal Draftsman, the West Indies; Mr. J. C. MCPETRIE, O.B.E., to be Legal Adviser to the Colonial Office; Mr. E. H. SAINSBURY, T.D., Principal Legal Draftsman, Federation of Nigeria, to be a Judge of the High Courts of Lagos and the Southern Cameroons; and Mr. C. M. STEVENS, Legal Assistant, Hong Kong, to be Senior Legal Assistant, Hong Kong.

COUNTY COURT BENCH

Mr. GILBERT FRANK LESLIE has been appointed a Judge of County Courts. His Honour Judge PAYNE has been transferred to Circuit 12 (Bradford, etc.) in succession to the late Judge Kennan. Mr. Leslie will replace Judge Payne as one of the Judges of Circuit 14 (Leeds, etc.). Mr. Leslie will relinquish his appointment as Recorder of Rotherham.

APPOINTMENT OF ASSISTANT OFFICIAL RECEIVER

The Board of Trade announce that Mr. JAMES ERNEST FRIEND has been appointed an Assistant Official Receiver for the Bankruptcy District of the County Courts of Birmingham, Coventry, Dudley, Hereford, Kidderminster, Leominster, Stourbridge, Walsall, Warwick, West Bromwich, Wolverhampton and Worcester. This appointment took effect from 16th May, 1960.

PRIVATE INTERNATIONAL LAW COMMITTEE: CHAIRMAN

Mr. Justice CROSS has been appointed chairman of the Private International Law Committee in place of Sir Henry Wynn Parry, who has resigned on grounds of health.

BUILDING SOCIETIES

HOUSE PURCHASE AND HOUSING ACT, 1959

The Brighton and Shoreham Building Society has been designated for the purposes of s. 1 of the House Purchase and Housing Act, 1959.

DEVELOPMENT PLANS

PROPOSALS FOR ALTERATIONS OR ADDITIONS SUBMITTED TO MINISTER

Title of plan	Districts affected	Date of notice	Last date before which written objections or representations may be made
Barnsley County Borough Council	Area of the council	7th May, 1960	18th June, 1960
Berkshire County Council	Maidenhead Borough; Cookham Rural District	22nd April, 1960	6th June, 1960
County Borough of Blackburn	Area of the council	14th April, 1960	3rd June, 1960
County Borough of Gateshead	Area of the council	19th April, 1960	1st June, 1960
Herefordshire County Council	Area of the council	12th April, 1960	1st June, 1960
County Borough of Southend-on-Sea	Area of the council	3rd May, 1960	18th June, 1960
Sunderland County Borough Council	Area of the council	21st April, 1960	4th June, 1960

AMENDMENTS BY MINISTER

Title of plan	Districts affected	Date of notice	Last date for applications to High Court
Cornwall County Council	St. Austell Urban District	26th April, 1960	6 weeks from 28th April, 1960
London County Council	Fulham Borough	21st April, 1960	6 weeks from 21st April, 1960
	St. Marylebone Borough	28th April, 1960	6 weeks from 29th April, 1960
Middlesex County Council	Hayes and Harlington Urban District	9th May, 1960	6 weeks from 10th May, 1960

APPROVAL BY MINISTER

Title of plan	Date of notice	Last date for applications to High Court
Berkshire County Council	6th May, 1960	6 weeks from 5th May, 1960
Nottingham City Council	22nd April, 1960	6 weeks from 22nd April, 1960

Honours and Appointments

Sir PATRICK BRANIGAN has been appointed to the Panel of Chairmen of Medical Appeal Tribunals. He will act as Chairman of the tribunal for the South Western Region.

Mr. GUY HOLFORD DIXON has been appointed Deputy Chairman of the Court of Quarter Sessions for the County of Leicester.

Mr. A. O. HEWITT, solicitor, of Ledbury, Herefordshire, has been elected to Ross-on-Wye Urban District Council.

Mr. JOHN EDWARD JONES, solicitor, of Bangor, has been appointed solicitor to Huyton-with-Roby Urban District Council.

Mr. RICHARD OXLEY WHITING, solicitor, of Sleaford, and clerk to Elland Urban District Council, has been appointed clerk to Skipton Rural District Council. He will take up his post on 1st September.

Mr. EDMUND WHITTAKER, solicitor, of Rawtenstall, has been appointed deputy town clerk of Barry, Glamorgan.

Personal Notes

Sir RONALD FRANCIS ROXBURGH, retired High Court judge, has been granted an annuity of £3,800 for life, commencing on 26th April, 1960.

Mr. GORONWY WILLIAMS, for many years managing clerk with a firm of solicitors at Llandudno, is taking up a managerial post in the legal department of an electrical firm in Cardiff.

Obituary

Mr. BERTRAM HARRY BONNIFACE, solicitor, of Folkestone, and a county court registrar in East Kent, died on 28th April, aged 68. He was admitted in 1922. Mr. Bonniface was also an official of the bankruptcy court.

Mr. STERNDALE BURROWS, solicitor, of Cambridge, died on 6th May, aged 84. He was admitted in 1899.

Mr. GEORGE SWINFEN COTTRELL, solicitor, of Birmingham, died on 1st May, aged 75. He was admitted in 1901.

Mr. ARTHUR DURRANCE, B.A., solicitor, of Bradford, died on 30th April, aged 61. He was admitted in 1924.

Mr. ARTHUR EDWARD GRUNDY, solicitor, of Southport, died on 14th April, aged 78. He was admitted in 1905.

His Honour TREVOR HARVARD HUNTER, Q.C., a former solicitor, died recently. He was admitted in 1899, and called to the Bar in 1911. Mr. Hunter was a county court judge in Essex, and also an additional judge at Clerkenwell, from 1939 to 1950.

Mr. GEORGE JESSOP, solicitor, of Brighouse, died on 3rd May, aged 82. He was admitted in 1902.

Mr. GEORGE HALL KING, solicitor, of Portsmouth, died on 5th May, aged 85. He was admitted in 1896.

Mr. ALBERT EDWARD MAITH, solicitor, of Doncaster, died recently, aged 69. He was admitted in 1923.

Mr. J. ARTHUR SMALES, solicitor, of Barnsley, died on 30th April, aged 51. He was admitted in 1943. Mr. Smales was deputy town clerk of Barnsley for thirteen years.

Mr. ALFRED WOOD, solicitor, of Dewsbury, died on 8th May, aged 84. He was admitted in 1907.

Wills and Bequests

Colonel Sir HENRY CLAYTON DARLINGTON, solicitor, of Wigan and Liverpool, left £42,651 net.

Mr. SYDNEY HOPE, solicitor, of Wilmslow, Cheshire, left £53,149 net.

Mr. CHARLES ALDEN HOPKINSON, solicitor, of London, W.C.2, left £58,089 net.

Sir ARNOLD PERCY ROBINSON, solicitor, formerly of Singapore, left £94,891 net.

Mr. GUY HERBERT WALMISLEY, solicitor, of Reigate, left £58,736 net.

PRACTICE DIRECTION

JURY ACTIONS: OPENING THE PLEADINGS

Representations have been made to us by the Bar Council that the practice whereby in jury actions the junior counsel for the plaintiff or the petitioner opens the pleadings serves no useful purpose and might with advantage be discontinued. After consulting the judges of our respective divisions, we are in agreement with this view and accordingly direct that henceforth the practice should be discontinued.

12th May, 1960.

PARKER OF WADDINGTON, C.J.
MERRIMAN, P.

"THE SOLICITORS' JOURNAL"

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Classified Advertisements must be received by first post Wednesday.

Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).

★ Classified Advertisements ★

PUBLIC NOTICES

METROPOLITAN BOROUGH OF SOUTHWARK

ASSISTANT SOLICITOR (Permanent) required in Legal Section of my Department (Senior Assistant Solicitor and five clerks). Salary £1,070 p.a. rising to £1,195 p.a., less £10 p.a. if under 26 years of age. Commencing salary according to experience. General Conveyancing and Compulsory Purchase, some Advocacy and Common Law. Newly qualified candidates may apply. Council's Conditions of Service and Superannuation scheme apply. Medical examination. No housing provided. Canvassing will disqualify. Application forms from the undersigned. Closing date 8th June, 1960.

E. J. PITT,
Town Clerk.

Southwark Town Hall,
(Near Elephant & Castle
Underground Station),
Walworth Road, S.E.17.

LONDON COUNTY COUNCIL

HOLBORN COLLEGE OF LAW, LANGUAGES AND COMMERCE,

PRINCETON STREET, BEDFORD ROW, W.C.1.

Applications invited from Barristers, Solicitors and Graduates in Law for two temporary posts as full-time Assistant Lecturers Grade B in Law, primarily for Degree Courses, from 1st September, 1960. Salary scale within the range £738 × £27 10s. to £1,456. Commencing salary and maximum according to age, qualifications and experience. Application forms from the Secretary, to be returned within ten days of this advertisement. (1156).

COUNTY OF LANCASTER

APPOINTMENT OF COUNTY CORONER

Applications are invited from barristers, solicitors, or legally qualified medical practitioners, with not less than five years' standing in their profession, for the part-time appointment of County Coroner for the Blackburn Coroner's district of the County of Lancaster.

The personal salary attached to the office is at present £771 per annum, on a scale based on case load. The person appointed will be expected to have available an office within the district, and to employ the necessary staff, the costs incurred in connection with Coroner's duties being reimbursed by the County Council on an agreed basis. In addition, travelling expenses will be paid. Further particulars of the post may be obtained from me.

Applications, stating age, qualifications and the names and addresses of three persons to whom reference may be made should reach me not later than the 27th May, 1960.

C. P. H. McCALL,
Clerk of the County Council.

County Hall,
Preston.

COUNTY BOROUGH OF MIDDLESBROUGH

ASSISTANT SOLICITOR required in the Town Clerk's Department at a salary in accordance with the National Scheme of Conditions of Service, viz., £836–£1,165 per annum. N.J.C. Conditions, Superannuation Scheme. Previous Local Government experience desirable but not essential. Applications from newly qualified solicitors, or persons awaiting admission, will be considered.

Application forms and Conditions of Appointment from the Town Clerk to be returned by 10th June, 1960.

E. C. PARR,
Town Clerk.

ESSEX RIVER BOARD

ADMINISTRATIVE ASSISTANT

(AMENDED ADVERTISEMENT)

The Board wishes to appoint a second Administrative Assistant at a salary within A.P.T. Grades I and II (£610–£880). This new post is subject to the Local Government Superannuation Acts. Previous experience with a local authority or river board is not necessary, although it may be an advantage, but candidates should have worked in a legal office, be familiar with conveyancing practice, and be capable of dealing with correspondence.

Applications, stating age, present employment and past experience, with the names of two referees, should reach me by first post on Monday, 13th June, 1960.

(Signed) W. J. S. BEW,
Clerk of the Board.

Rivers House,
New Writtle Street,
Chelmsford,
Essex.

NOTE.—Persons who responded to a previous advertisement for this post need not re-apply.

LONDON SOLICITORS AND FAMILIES ASSOCIATION

(Formerly THE LAW ASSOCIATION)

The Annual General Court will be held on Tuesday, 31st May, 1960, at The Court Room, 60 Carey Street, W.C.2, Sir Leslie Peppiatt, Vice-President, in the Chair. To receive and adopt report and statement of accounts for the year ended 5th April, 1960, and to elect officers for the ensuing year. ALL MEMBERS OF THE ASSOCIATION WELCOME.

COUNTY BOROUGH OF GREAT YARMOUTH

ASSISTANT SOLICITOR required. A.P.T. IV: £1,065–£1,220 per annum according to experience. Housing accommodation available. Removal expenses on approved scale. Previous Local Government experience not essential.

Applications by letter, giving details and including names of two referees, must reach the undersigned by the 27th May, 1960. Canvassing disqualifies.

FARRA CONWAY,
Town Clerk.

Town Hall,
Great Yarmouth.

CITY AND COUNTY OF NORWICH

Applications are invited from young solicitors interested in Local Government for the position of ASSISTANT SOLICITOR at a salary in the scale £835–£1,165.

Applications stating age, qualifications and experience and naming two persons to whom reference may be made should be delivered to the Town Clerk, Norwich, Nor 01A, not later than the 31st May, 1960.

NOTTINGHAMSHIRE COUNTY COUNCIL

QUALIFIED LEGAL ASSISTANT

Applications are invited for the above post on my staff on salary scale J.N.C.B. (£1,305–£1,485 per annum). The person appointed would spend a considerable portion of his time on Quarter Sessions work and should be either a solicitor or a barrister, though a barrister, if appointed, would not practise as such.

Applications, stating age, present position, qualifications and experience, together with the names of two referees, should reach me not later than Tuesday, 31st May, 1960.

A. R. DAVIS,
Clerk of the County Council
and Clerk of the Peace.

County Hall,
West Bridgford,
Nottingham.

EASTERN REGION GOVERNMENT

have vacancy for DIRECTOR OF PUBLIC PROSECUTIONS.

Salary Scale: Group 4—£2,640.

Qualifications: A candidate should be qualified to be appointed as a Director of Public Prosecutions if

(*a*) he is or has been a judge of a court having unlimited jurisdiction in civil and criminal matters in some part of Her Majesty's Dominions; or

(*b*) (i) he is qualified to practise as an advocate in such a court; and

(ii) he has been qualified for not less than ten years to practise as an advocate or solicitor in such a court.

A non-Nigerian will be considered for appointment on contract only.

For full particulars apply either to the Secretary, Public Service Commission, Eastern Region, Enugu, or to the Secretary to the Commissioner for Eastern Nigeria, 9 Northumberland Avenue, London, W.C.2.

ADMINISTRATIVE COUNTY OF CAMBRIDGE

ASSISTANT SOLICITOR

Applications are invited for the above appointment at a salary in accordance with the special scale of the National Joint Council for Assistant Solicitors (£835–£1,165 per annum). Previous Local Government experience is not necessary.

The appointment will be subject to the National Joint Council's Scheme of Conditions of Service, to the provisions of the Local Government Superannuation Acts, 1937–1953, and to the passing of a medical examination.

Applications stating age, qualifications and experience, together with the names of two persons to whom reference may be made, should be received by the undersigned not later than the 11th June, 1960.

CHARLES PHYTHIAN,
Clerk of the County Council.

COUNTY BOROUGH OF WALSALL

ASSISTANT SOLICITOR

(MALE OR FEMALE)

Applications are invited for the above appointment. Salary in accordance with Grades III–IV of the A.P.T. Division, viz., £880–£1,220 per annum. A commencing salary above the minimum may be paid.

Applications, accompanied by copies of three recent testimonials, should be sent to the undersigned not later than first post on Wednesday, 8th June, 1960.

Canvassing will disqualify. Relationship to any member or officer of the Council must be disclosed. Medical examination.

W. STALEY BROOKES,
Town Clerk.

The Council House,
Walsall.

17*th May*, 1960.

METROPOLITAN BOROUGH OF CAMBERWELL

ASSISTANT SOLICITOR

Applications invited for this appointment within salary range of £1,110 to £1,420 inclusive (Grades A.P.T. IV or V of the National Scales). Commencing salary according to experience. The duties of the post will be mainly concerned with acquisition of property by negotiation or under Compulsory Purchase Orders and it is desirable that applicants should have experience of local government procedure in this connection. Conveyancing experience is also essential. Application form from Town Clerk, Town Hall, S.E.5. Closing date 28th May.

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CLASSIFIED ADVERTISEMENTS—*continued from p. xix*

APPOINTMENTS VACANT

SOLICITOR

A young solicitor is required to work in the Legal Department at the London office of a large undertaking. The work is varied and interesting, and men of more than average ability are required.

Preferably applicants should not be more, or much more, than 30 years of age, and a recent Finalist would be suitable. The starting salary will be between £900 and £1,500 a year depending on ability and experience; there is a superannuation scheme.

An applicant who wants to make a career in the undertaking will have excellent opportunities to accept responsibility and to gain promotion, including, in due course, appointment to one of the senior posts, some of which are in London, and some outside, and in which salaries are paid substantially in excess of the figures quoted above.

Write giving particulars of age, education, qualifications and experience to Box 6657, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4. Closing date, 9th June, 1960.

SOLICITORS.—Old-established Mayfair firm require Managing Clerk, admitted or unadmitted, for non-litigious work. No Sats. L.V's. Very good salary. Pension scheme.—Write Box 235, Reynells, 44 Chancery Lane, W.C.2.

CITY OF LONDON Solicitors require conveyancing solicitor of first-class ability and experience; remuneration will be fully commensurate with the high qualifications required.—Write with details age and experience to Box 229, Reynells, 44 Chancery Lane, W.C.2.

LEADING City Solicitors have vacancy for a young conveyancing solicitor of above average ability; good salary with scope for considerable advancement. Luncheon vouchers and pension scheme.—Write details age and experience to Box 228, Reynells, 44 Chancery Lane, W.C.2.

LEADING City Solicitors have vacancy for young solicitor of exceptional ability to act as personal assistant to partner dealing mainly with company and commercial work. Scope for considerable advancement.—Write with details age and experience to Box 230, Reynells, 44 Chancery Lane, W.C.2.

A GREAT opportunity occurs for young solicitor in London. Partnership available. Experience in litigation and company law necessary. Office, staff and a considerable amount of work available.—Apply giving full details to Box 6658, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANT Solicitor required by Young Principal of Bradford firm with varied practice. Starting salary according to experience. Possibility of partnership after trial period. June Finalists considered.—Write Box 3686, WILLIAM'S Advertisement Offices, Bradford.

SOLICITORS near Tenby and lovely Pembroke Coast require admitted or unadmitted assistant starting at £1,000 p.a. with good prospects. No Welsh needed. Own typing an advantage.—Box 6660, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

YOUNG qualified solicitor (aged around 25) required as assistant dealing mainly with company and commercial matters. The applicant must be willing to accept responsibility and act on his own initiative. A good salary and prospects are available to the successful applicant.—Reply to Box 6670, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

A LONDON, W.C. firm (two partners) is looking for a young assistant solicitor of above average ability who considers general practice preferable to specialisation. The successful applicant, who should have a sound knowledge of the matters dealt with in a busy family and general practice, will be expected after working mainly with the senior partner gradually to assume a considerable measure of responsibility. A newly qualified solicitor having served five years' articles would be considered. Salary according to ability.—Box 6659, Solicitors' Journal, Oyez House Breams Buildings, Fetter Lane, E.C.4.

YOUNG energetic solicitor required as assistant to principal in very busy general practice, Holborn area. Some experience essential. Excellent opportunities offered to suitable applicant. Salary according to age and experience.—Write Box 6661, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MANCHESTER solicitors require assistant solicitor for industrial and residential conveyancing; permanent position in old-established, wide and general and commercial practice. Experience in probate work can be utilised but not essential. Commencing salary £800–£1,300 according to experience and abilities. Ultimate partnership would be considered.—Box 6662, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WANTED.—Solicitor with experience conveyancing, probate, advocacy and general and common sense. Provinces, 40 miles London. £750–£850. Good experience; prospects if wanted.—Box 6663, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST END solicitors require experienced unadmitted Conveyancing Managing Clerk capable of dealing with large estates without supervision. Existing holiday arrangements respected. Good salary, luncheon vouchers, pension scheme.—Write in first instance giving details of previous experience, age and salary required to Box 6664, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING Managing Clerk (unadmitted) required by solicitors having well-established offices in West End and Brighton. Sound knowledge of building estate work and able to handle considerable volume of conveyancing matters without supervision essential. Suitable applicant must be prepared to work at either office for short or lengthy periods according to requirements. L.V's., pension scheme. Existing holiday arrangements respected. Good salary to right man.—Write stating age, experience and salary required to Box 6665, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ISLE OF WIGHT solicitors require Conveyancing Clerk, able to handle considerable volume of work. Please write with age, experience and salary required.—Box 6666, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

YOUNG and energetic Conveyancing and Probate Clerk able to work with slight supervision required by Southend-on-Sea solicitors. Progressive position. Articles considered. Alternate Saturdays. Holiday arrangements honoured.—Box 6667, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

A SOLICITOR with some experience since admission is required as an assistant in the legal department of an industrial company in Central London. A commencing salary of not less than £1,000 per annum is contemplated and there are pension and life assurance schemes. Please give details of education, age and experience.—Applications should be addressed to Box 6678, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

COMMON LAW type is wanted urgently in Kent Coast town to ease the burden on principal of an old and vigorous practice with first-class common law reputation. Local High Court Registry and County Court. If he can make it pay gratified and surprised employer would increase salary. Must be adept and punctual in practice in civil litigation. Masses of work to do, excellent library and very good opportunity. Salary £800–£1,100 according to circumstances.—Write fully—age, experience; salary, free date. Box No. 6627, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST MIDLANDS.—Admitted or Unadmitted Assistant required for small general practice. Chiefly conveyancing and probate. Salary according to experience but £1,000–£1,200 approximately for suitable applicant. Progressive post.—Box 6621, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LEICESTER.—Assistant Solicitor required for a busy general practice, to undertake mainly conveyancing, probate and advocacy in the county and magistrates' courts. Please write stating age (which should not be over 25 years) and experience. Salary will be by arrangement according to experience. There may be prospects for a suitable applicant after serving a period as an assistant.—Box 6668, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CHESTER.—Assistant Solicitor (under 30) required in busy office; mainly conveyancing and probate, only occasional advocacy. Would suit recently qualified solicitor. Salary according to age and experience. Write with full particulars.—Box 6669, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ADMITTED or unadmitted assistant required chiefly for conveyancing and probate in North West Cheshire town. Salary by arrangement.—Box 6671, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LEADING firm of City Solicitors require Solicitor with wide experience of trust law and practice. Applicants should be capable of interviewing clients, preparing trust documents and wills without supervision and should have a sound knowledge of tax planning generally. Commencing salary up to £1,500 per annum according to experience. Pension and bonus schemes.—Write Box S.J. 270, c/o 191 Gresham House, E.C.2.

WEST MIDLANDS.—Excellent opportunity for young solicitor in a busy practice including advocacy. Good working conditions. Cathedral city. Prospects. Attractive salary.—Write Box 6675, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EXPERIENCED Conveyancing Managing Clerk required (admitted or unadmitted); no Saturdays; pension scheme.—Apply stating age and salary required to Lee & Pembertons, 11 South Square, Gray's Inn. HOLborn 5401.

NEWLY admitted solicitor required for busy general practice to deal with litigation and contentious matters including advocacy. Salary £1,000.—Box 6680, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST MIDDLESEX.—Young Conveyancer required with or without supervision by old-establish firm. Salary up to £1,000 according to experience.—Details to Box 6619, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANT Solicitor recently qualified wanted for old-established general practice in Barnsley; willing to undertake advocacy.—Box 6396, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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CLASSIFIED ADVERTISEMENTS—*continued from p. xx*

APPOINTMENTS VACANT—*continued*

EAST SUSSEX COAST.—A solicitor required to undertake mainly Conveyancing and Probate but some litigation; age not over 30; good salary according to experience; prospects for suitable applicant; write stating age, experience and salary required.—Box 6676, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

NEWLY admitted solicitor required for busy general practice to deal with conveyancing and non-contentious matters. Salary £1,000. —Box 6679, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

HOLBORN.—Long-established firm offers excellent experience to Assistant Solicitor. —Tel. HOLborn 3628 or write particulars to ELLIS AND FAIRBAIRN, 4 Southampton Row, W.C.1.

CITY Solicitors with medium-sized practice requires widely experienced Conveyancing assistant. High salary and definite prospects. —Apply Box 6642, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BEDFORDSHIRE.—Town Solicitors require Conveyancing assistant to take full charge of branch office. High salary and prospects.—Box 6643, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST END Solicitors (small busy firm) require Conveyancing Managing Clerk aged 30–40 years. Congenial and progressive post with partnership prospects for qualified man. Salary of secondary importance for first class man.—Fullest details please to Box 6488, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

NORTH CORNWALL.—Admitted or Unadmitted Assistant required. Conveyancing and Probate with opportunity for advocacy if desired. Salary by arrangement. Would suit newly qualified solicitor. Coastal resort. Golf and sailing available.—Box 6644, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SMALL but rapidly expanding firm, South-West London Solicitors, urgently require the services of an energetic conveyancing and probate man who will in these two branches be "Second in command" to the principal of the firm. A very generous salary can be offered to a man with energy and ability. Prospects are excellent. Applicant should furnish brief details of qualifications, experience and salary required when writing.—Box 6651, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

S.E. LONDON solicitors require conveyancing and probate clerk with good knowledge of land registry procedure: experience of county court work preferred: pension scheme: write stating age: education: experience: salary required.—Box 6547, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

OLD-ESTABLISHED North London firm urgently require Assistant Solicitor or experienced Clerk to assist in busy Conveyancing practice. Salary in accordance with experience. Permanent position for suitable applicant.—Box No. 6626, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANT Solicitor required to take over and develop litigation in busy conveyancing practice Norfolk coast; good prospects to capable and efficient advocate. Please write stating age, experience and salary required.—Box 6603, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR required for London suburban conveyancing practice—must be hard worker and capable of acting independently—good prospects of partnership.—Box 6354, Solicitors' Journal, Oyez House, Breams Buildings, E.C.4.

LEADING firm of Birmingham solicitors are prepared (subject to trial) to admit to profit-sharing partnership a litigation partner. Applications invited only from persons of first-class ability, experience, integrity and connections.—Box 6611, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY Solicitors require unadmitted Probate Clerk.—Write giving particulars with age, experience and salary required, to Box 6350, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY solicitors require experienced conveyancing clerk; hours 9.30–5, no Saturdays; pension scheme. Please state age, experience and salary required – Box 6319, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCER (solicitor or unadmitted managing clerk) required by Lincoln's Inn firm for their London south-west suburban branch; good prospects for advancement; commencing salary £1,250; please state age and experience.—Box 6355, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MATLOCK.—Assistant solicitor preferably 28–35 to take charge of Branch office under slight supervision. General country practice—mainly Conveyancing and Probate. Prospects of partnership after trial period. Salary dependent on experience.—Box 6584, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

APPOINTMENTS WANTED

ADVOCATE SOLICITOR (36), admitted 1947, seeks appointment with a view to early partnership; senior police prosecutor with wide experience town and country; expert knowledge of criminal law and road traffic; present salary £1,885.—Box 6681, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EXPERT Conveyancer (unadmitted) seeks position London. Advertiser is a middle-aged (40's) woman lawyer with lifetime of legal experience, skilled draughtsman accustomed to all types of conveyancing without supervision.—Box 6682, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

RETIRED Solicitor would be glad to undertake some conveyancing work in the capacity of part-time assistant to any firm which has temporarily, or otherwise, an excess of work which does not quite justify the appointment of a full-time assistant. Terms very moderate.—Box 6683, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CASHIER (37) desires position Birmingham or near. Fully experienced all books of account and usual cashier's duties, office management. Some probate and income tax. —Box 6672, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EXPERIENCED legal copy typist, widow, Law Stationer trained, wishes to build up connection for work at home. Quick service, moderate charges, good work guaranteed. References if desired. Enquiries welcomed. Work earnestly desired.—Box 6647 Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

TAXATION: Retiring Revenue official seeks employment London, S.W. or Central. Available 1st July.—Box 6645, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

REQUIRED by manager for his son aged 16 living near High Barnet Underground Station a junior clerkship preferably with small general practice.—Box 6648, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PRACTICES AND PARTNERSHIPS

ELDERLY Solicitor with small, well est. practice (30 years) (conveyancing, trust and probate), offices facing Law Courts, offers partnership and succession to young solicitor having sufficient practice and capital, or suburban firm wanting London office on terms. —Box 6673, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PREMISES, OFFICES, ETC.

LAW COURTS—TEMPLE

OFFICE suite in modern prestige block available. Suitable new practice or small existing practice to be developed.—Box 6606, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ACCOUNTANT will afford office accommodation City address near Cannon Street Station; very cheap rent sharing; suit small staff up to 4/5 or beginner.—Box 6684, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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ANTIQUE AND MODERN FURNITURE, Silver, Porcelain, Pictures Books and all descriptions of Chattel Property VALUED FOR PROBATE, INSURANCE OR FAMILY DIVISION, or, if desired, included in specialised auction sales. Sales also arranged by tender or private treaty.—Phillips, Son & Neale, 7 Blenheim Street, New Bond Street, W.1. Telephone No: MAYfair 2424 Est. 1796.

REVERSIONS, LIFE POLICIES, ANNUITIES and UNQUOTED SHARES.—H. E. Foster and Cranfield, 6 Poultry, E.C.2, specialise in the valuation of these interests for probate purposes. Established 1843.

TEMPLE WILLIAMS

personally undertakes valuations of contents of houses, antiques and works of art for probate and insurance purposes. Very many years' experience as a fine art auctioneer and member of the British Antique Dealers Association combine to make his views authoritative.

TEMPLE WILLIAMS LTD.,
HAUNCH OF VENISON YARD,
BROOK STREET, W.1
(Tel.: MAYfair 1486)

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CLASSIFIED ADVERTISEMENTS—*continued from p. xxi*

MORTGAGE FUNDS

WE offer a specialised service re mortgage advances on Shop Properties, Factories and Houses over £10,000. Sums also available for Building and Industrial development.—MILLER SMITH AND PARTNERS, 139 Park Lane, W.1. Tel.: MAYfair 7081–4.

2ND MORTGAGES our speciality. Cranbrook Mortgage Bureau, 49 Cranbrook Road, Ilford, Essex.

PROPERTY INVESTMENTS

INVESTMENTS REQUIRED

ACTIVE enquiries in hand for good-class shop investments, blocks of flats, freehold ground rents and weekly investments of all types.—Details in confidence to Cowdrey, Phipps & Hollis, F.A.L.P.A., Investment Department, 360 Neasden Lane, London, N.W.10. (Dollis Hill 6671–5)

BUILDING LAND WANTED

LAND WANTED for housing. Home Counties. 2/50 acres. Agents retained and reinstructed. Planning applications and appeals undertaken.—TRUE BOND HOMES, LTD., 342 Richmond Road, East Twickenham (POP 6231).

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A BARGAIN, £25 complete, brand new ready-made Co. Regns. Guaranteed no trading (England or Scotland); all trades available now, including Property Dealing; Mining/Quarrying; Garages; Electrical; Glass/China; Drapers; Packers; Plastics; H.P. Finance; Salvage; Banking, Nominees; Secretarial; Stocks/Shares; Property; Investments Caravans, etc. (specially prepared for each trade). Write, phone or call (English Registrations) BUSINESS ECONOMY Co., Regns., Ltd. (Dept. 14), 156 Strand, London, W.C.2 (Tem. 8377/2294); (Scottish Registrations to 19 Walker Street, Edinburgh, 3, (Cal. 1167/9). Read "Advantages of trading as a limited Company" (3/- post free). Ltd. Co. may save you personal tax. We also have seven days Co. Regn. service with your own choice of name £21 (plus stamp duty).

PROVINCIAL Finance Company with previous experience in this type of business, can provide short-term capital for approved property transactions. No charge is made for preliminary consideration of proposals which will be given speedy attention.—Enquiries should be directed in the first place to GREENWOODS, Solicitors, 18 Priestgate, Peterborough.

A COMPANY for £25. Ready-made Companies for every business available immediately. Also Registration Service from ten guineas inclusive of books, seal, etc. HART & CO. (BUSH HOUSE) LTD., 138/9 Bush House, London, W.C.2. (TEMple Bar 1938.)

LARGE funds are available for transferring periodic payments from wills, trusts, bequests, etc., into cash. Building finance at 6 per cent. interest. Our funds are unaffected by the credit squeeze.—Box 6634, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

A SPECIAL car hire-purchase agreement has now been designed affording special rates to members of the legal profession,—write for particulars to The Basinghall Finance Co., Ltd., 17 Basinghall Street, London, E.C.2.

COSTS

THE Costs Department of The Solicitors' Law Stationery Society, Ltd., is available to the profession for the prompt preparation of all BILLS OF COSTS by expert draftsmen.—For full details apply The Manager, Costs Department, Oyez House, Breams Buildings, Fetter Lane, E.C.4. (CHAncery 6855.)

PERSONAL

DAVIS OF PORT STREET, PICCADILLY, MANCHESTER, 1.—For fine furniture at manufacturers prices. Walk round our three large showrooms, which are open daily until 6 p.m. (Wednesday and Saturday included). We are stockists of all the latest designs of furniture, carpets, mattresses, divans. 10-year guarantee. Also all domestic electrical equipment, etc. Special discount and terms to members of the legal profession. No other introduction required. Tel: CEN 0638.

GARRARD & CO. offer the most generous prices for any jewellery, gold or silver that you are prepared to dispose of. Consignments sent to 112 Regent Street, London, W.1, will be valued the day received, and an offer sent without obligation by return.

PRIVATE INQUIRIES

DIVORCE and general inquiries undertaken throughout London, Surrey, Middlesex by our own staff. Evictions and distress warrants executed. Certificated Bailiffs. Southern Provincial Investigations, 45 Brighton Road, Surbiton, Surrey (Elmbridge 1032/4). Also at 107A Hammersmith Road, London, W.14.

BOOKS AND PERIODICALS

FOR SALE.—Complete set All England Law Reports from 1936 to 1959, bound in blue buckram, price £75.—Box 6674, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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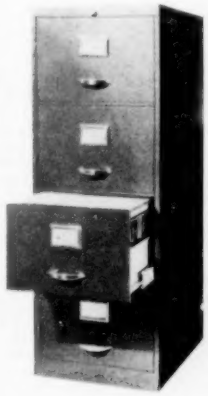

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